

EXHIBIT 2, Part 1

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT
OF PENNSYLVANIA

* * * * *

BENEZET CONSULTING,	*
LLC and TRENTON POOL,	*
Plaintiffs	* Case No.
vs.	* 1:16-CV-0074
PEDRO A. CORTES and	*
JONATHAN MARKS,	*
Defendants	*

* * * * *

DEPOSITION OF
TRENTON POOL
September 27, 2016

COPY

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Page 2

DEPOSITION
OF

TRENTON POOL, taken on behalf of the Defendants herein, pursuant to the Rules of Civil Procedure, taken before me, the undersigned, Cynthia Firo Simpson, a Court Reporter and Notary Public in and for the Commonwealth of Pennsylvania, at the Offices of Attorney General, Strawberry Square, Fifteenth Floor, Harrisburg, Pennsylvania, on Tuesday, September 27, 2016 beginning at 11:00 a.m.

Page 4

I N D E X

DISCUSSION AMONG PARTIES
WITNESS: TRENTON POOL,
EXAMINATION
By Attorney Joel
DISCUSSION AMONG PARTIES
CERTIFICATE

7 - 8

8 - 185
185 - 186
187

Page 3

A P P E A R A N C E S

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Page 5

EXHIBIT PAGE

NUMBER	DESCRIPTION	PAGE IDENTIFIED
Exhibit D-4	Deposition Notice	8
Exhibit D-5	Allegheny County Opinion	60
Exhibit D-6	Nominating Petition	75
Exhibit D-7	Cruz Campaign Agreement	85
Exhibit D-8	List of Rand Paul Agreement	92
Exhibit D-9	Contract	94
Exhibit D-10	Cruz for President	94
Exhibit D-11	Agreement/Contract	94
Exhibit D-12	Agreement/Contract	110
Exhibit D-13	Set of Interrogatories	140
Exhibit D-14	Emails	172
Exhibit D-15	Objections & Responses	175
Exhibit D-16	Craigslist Ad	176

2 (Pages 2 to 5)

Page 6

OBJECTION PAGE

ATTORNEY PAGE
NONE MADE

Page 8

ATTORNEY JOEL:

Great. I'm going to mark that as
Defendant's 4 is what I think we're up to.
(Defendant's Exhibit 4 marked for
identification.)

CELL PHONE RINGS

OFF RECORD DISCUSSION

EXAMINATION

BY ATTORNEY JOEL:

**Q. Mr. Pool, I'm showing you what has been marked as
Defendant's Exhibit 4. Take a minute and take a look
at it. I've got just a few preliminary questions on
it.**

A. Yes.

**Q. My first question's going to be have you seen it
before? Have you seen Defendant's Exhibit 4 before?**

A. Yeah, I mean, this is what we filed to bring the
action against the State; correct?

Q. No.

ATTORNEY ROSSI:

No. The Deposition Notice that was sent
to you.

A. Oh, no, I haven't seen it.

BY ATTORNEY JOEL:

Q. Okay.

Page 7

PROCEEDINGS

TRENTON POOL, HAVING FIRST BEEN DULY SWORN, TESTIFIED
AS FOLLOWS:

ATTORNEY JOEL:

So we just had a discussion amongst
Counsel and just so that everything is clear, Mr. ---
well, today's deposition is noticed as a 30(b)(6)
deposition for Benezet Consulting, LLC. I will mark
in a second the Deposition Notice, but Mr. Pool is
here, I'm assuming, to testify on behalf of Benezet
for all topics in the Notice of Deposition?

ATTORNEY ROSSI:

Yes. Correct.

ATTORNEY JOEL:

Mr. Pool was also noticed individually,
because he's an individual Plaintiff, to be deposed
tomorrow. What we've agreed to do is, do one
deposition for both purposes so that any answer Mr.
Pool gives will be deemed to be an admission on behalf
of Benezet Consulting and on behalf of himself
individually as a Plaintiff. Is that agreeable?

ATTORNEY ROSSI:

Counsel agrees.

Page 9

A. He told me I have a deposition.

**Q. If you would look on --- to Attachment A, I think
it is, probably on the third page. Take a minute,
read those, and my question is going to be, and we've
already confirmed this but I just want to make sure
that it's on the record through you, that you are
here, prepared and ready to provide testimony on
behalf of Benezet that will bind Benezet on all of
those issues?**

A. Yes. I can testify.

Q. Please state your full name.

A. Trenton Don Pool.

Q. And where do you live?

A. I live in Dripping Springs, Texas.

Q. What's the address?

A. 3800 Creek Road.

Q. What's the address for Benezet Consulting?

A. The same.

Q. And it's 3800 Creek Road, Dripping Springs?

A. Yes, sir.

Q. What's the zip code there?

A. 78620.

Q. Have you ever been deposed before?

A. I have.

Q. How many times?

3 (Pages 6 to 9)

Page 10

1 A. Twice.

2 **Q. Were either of those times in connection with**
3 **your work as a signature collector?**

4 A. Once, yeah.

5 **Q. When was that deposition?**

6 A. That deposition was --- I don't recall the exact
7 date, but it was in 2015.

8 **Q. Why were you being deposed?**

9 A. Signature gathering for Houston Equal Rights
10 Ordinance.

11 **Q. Was Benezet hired to gather signatures for this**
12 **Houston Equal Rights Ordinance?**

13 A. I was, as an individual.

14 **Q. Did you gather signatures for that ordinance?**

15 A. I did.

16 **Q. And then what happened? Did somebody object?**
17 **Did somebody challenge the signatures? How was it**
18 **that it ended up in court with you being deposed?**

19 A. It was a circus, but basically the mayor did not
20 want to give the ballot access, so she fought tooth
21 and nail and I ended up being the collateral damage.
22 She wanted to depose all the pastors and I got deposed
23 with them.

24 **Q. Was the nature of your deposition trying to**
25 **challenge the signatures or the process by which you**

Page 11

1 **gathered the signatures to invalidate them, what**
2 **was ---?**

3 A. The nature of my living. I think it was just to
4 defend, yeah, the authenticity of the signatures.

5 **Q. Okay.**

6 A. They had a million questions. I mean, I don't
7 know what their agenda was, but I know that I
8 testified on, you know, mainly that.

9 **Q. And it was a deposition?**

10 A. It was a deposition.

11 **Q. And did the deposition actually take place in**
12 **Texas?**

13 A. It did.

14 **Q. So you personally attended someplace in or around**
15 **Houston?**

16 A. It was in Fulbright & Jaworski's office in
17 downtown Austin.

18 **Q. In Austin? Okay. Thank you for that. The**
19 **reason why I asked you if you'd ever been deposed is**
20 **I'd like to set some ground rules.**

21 A. Sure.

22 **Q. You probably have heard some of them, you**
23 **probably know them, but I just want to get them out**
24 **there.**

25 **First of all, can you make sure to answer**

Page 12

1 verbally? Yes, no, whatever explanation you want to
2 give is fine as long as it's the truth. Please stay
3 away from nonverbal communication, shrugs, nods,
4 uh-huhs, uh-uhs. A, because it's hard for our court
5 reporter to take it down and B, because when we read
6 this in the future we won't know what your inflection
7 was, so we won't know what your answer was. Is that
8 okay?

9 A. Understood, yes.

10 **Q. At any point if you don't hear me, you don't hear**
11 **a question, just ask me to repeat it and I'll be happy**
12 **to do so. Is that okay?**

13 A. Yep.

14 **Q. If at any point you don't understand a question,**
15 **tell me what's confusing, ask me to rephrase it. I**
16 **want to make sure that you're understanding what I'm**
17 **asking, okay?**

18 A. No problem.

19 **Q. With that, can we be agreed then that if you do**
20 **answer a question, you've heard me, understood me and**
21 **answered truthfully to the best of your knowledge?**

22 A. Sure.

23 **Q. If at any point you'd like to take a break,**
24 **that's fine as well. The only thing I ask is, answer**
25 **whatever question is on the table, then we take**

Page 13

1 **whatever break you want. Okay?**

2 A. Yep.

3 **Q. I'm going to talk about Benezet. When was**
4 **Benezet formed?**

5 A. 2013.

6 **Q. And it is an LLC?**

7 A. It is.

8 **Q. Has it been an LLC throughout its existence?**

9 A. It has.

10 **Q. Are there shareholders of Benezet ---?**

11 A. Actually, 2014, sorry.

12 **Q. Okay. Are there shareholders of Benezet?**

13 A. I mean, I am.

14 **Q. So you, Trenton Pool, are the only shareholder of**
15 **Benezet?**

16 A. Yes, sir.

17 **Q. What is the nature of work that Benezet does?**

18 A. We do political consulting, but mainly focus on a
19 very niche part of consulting, political consulting,
20 which is ballot access. Signature gathering. That's
21 our primary focus.

22 **Q. And has Benezet been continuously involved in**
23 **that focus of ballot access signature gathering from**
24 **2014 to the present?**

25 A. No. We've done other stuff.

4 (Pages 10 to 13)

Page 14

1 **Q. What other stuff has Benezet done?**

2 A. I was a consultant and campaign manager for Don
3 Zimmerman, Austin City Councilor. He got elected in
4 2015. Benezet --- this is me as Trent Pool, I mean,
5 it's so confusing because no one really knew my
6 company until this year, so I didn't really ever use
7 it, I just had it. But I would say, I mean that is
8 something I've done.

9 **Q. Okay.**

10 A. Can I ask him a question?

11 **Q. Sure.**

12 A. How do I answer this stuff that's like ---
13 because it's kind of jumbled as to what was done by
14 Trent as an individual versus Trent ---?

15 ATTORNEY ROSSI:

16 Well, just clearly state when you were
17 doing something as ---

18 A. Benezet?

19 ATTORNEY ROSSI:

20 --- as Benezet, you state as Benezet.

21 A. Okay.

22 ATTORNEY ROSSI:

23 And that if after the formation ---

24 anything before the formation of Benezet you did on
25 your own. I think opposing Counsel will understand

Page 15

1 that and it will be clear in the record. Once Benezet
2 Consulting was formed, if you did anything on your
3 own, my recommendation is to specifically denote that
4 you're doing this on your own and not through Benezet.
5 I would assume, and ask Counsel that, from the point
6 Benezet was formed, anything after would be assumed to
7 be Benezet unless he specifically says ---

8 ATTORNEY JOEL:

9 That's fine.

10 ATTORNEY ROSSI:

11 --- I was doing it on my own. Is
12 that ---?

13 ATTORNEY JOEL:

14 That's fine.

15 A. I mean, my client ---.

16 ATTORNEY ROSSI:

17 That way, to keep the record straight.

18 A. Tom didn't even know I had a company, he was just
19 like paying me whatever he could, you know? But we
20 got him elected, and then I ended up working for him
21 at the City Hall, and then before then I had done the
22 Equal Rights Ordinance, so, that was a --- so all that
23 stuff was done under my name, but, I mean, yeah. I
24 still think that kind of helps answer your question.

25 BY ATTORNEY JOEL:

Page 16

1 **Q. So getting back, what I was interested in, has**
2 **Benezet been involved in this ballot access signature-**
3 **gathering niche from its formation of 2014 through the**
4 **present?**

5 A. Yes, it has.

6 **Q. So first I want to talk about what Benezet has**
7 **done. Campaigns it's worked on, people it's used,**
8 **that sort of stuff. Then, as I understand it from our**
9 **previous meeting at the PI hearing, you probably did**
10 **some of this work before forming Benezet as an**
11 **individual and I want to talk about that also. Okay?**
12 **So for now, let's talk about Benezet and then we'll**
13 **circle back, okay?**

14 A. All right.

15 **Q. So if Benezet was formed in 2014, what elections,**
16 **campaigns, candidates, parties, referenda has it**
17 **worked on from that point to the present?**

18 A. I would say ---.

19 **Q. And by that I'm wanting to know, and if you don't**
20 **give me all this, we'll follow up, that's fine, but**
21 **the type of stuff I'm interested in is who the**
22 **candidate was, what the party was, what the initiative**
23 **was, what year it was, what election cycle it was**
24 **before, what state it was in, those sorts of things.**
25 **Okay?**

Page 17

1 A. All right. And then, again, I have, there's two
2 different entities. One's me as an individual, one's
3 Benezet. I had Benezet formed and I was still doing
4 this stuff, so people weren't writing checks under
5 Benezet. They weren't even, you know, I wasn't even
6 really using the name. No one even knew I had it. No
7 website, it just was a formed LLC. So for those
8 things, I mean, should I omit them?

9 **Q. Let's talk about the ones that Benezet was**
10 **formally involved in.**

11 A. Okay, so ---.

12 **Q. Then, if there are additional ones during this**
13 **period that Benezet was not involved in but you were**
14 **involved in, we'll talk about those, and then we can**
15 **do the things that occurred pre-Benezet. Okay?**

16 A. So I would say that the stuff Benezet's done is
17 mainly this stuff this year. Ballot access for Ted
18 Cruz, Rand Paul, working under Mike Arno and then
19 working direct for the Cruz campaign in various
20 states. Also I put you all's former senator, Rick
21 Santorum on the ballot in Indiana, where I got half of
22 his signatures. What else did we do? This is all for
23 2016. We did a citywide petition in Pittsburgh. We
24 did a Rocky De La Fuente for president, all of his
25 ballot access or most of his. I think we put him on

5 (Pages 14 to 17)

Page 18

1 about 17 states this summer. And I think that's
2 pretty much it.

3 **Q. Great. I appreciate that. I've got some follow**
4 **up to make sure that I have the full information. So**
5 **what states did you collect signatures for --- did**
6 **Benazet collect signatures for, for Senator Cruz?**

7 A. We did Illinois, Indiana, Vermont, Rhode Island,
8 Delaware, I've got to check that, I think we did
9 Delaware, but it was --- it doesn't matter. Okay.
10 Pennsylvania. I think that's --- yeah.

11 **Q. For Senator Rand Paul, what states did you ---**
12 **did Benezet collect signatures in?**

13 A. We helped in Illinois and then we did all of
14 Indiana. And then that was it. He dropped out.

15 **Q. For former Senator Santorum, what states did**
16 **you ---?**

17 A. Just Indiana. Just Indiana. And we actually
18 collected for Rocky De La Fuente as a Democrat in
19 Indiana, too.

20 **Q. So for Rocky De La Fuente, where did you collect**
21 **for him?**

22 A. Wisconsin, Indiana, Pennsylvania, and also I
23 think we did some Illinois. As a Democrat.

24 **Q. So for Rocky De La Fuente, Wisconsin, Indiana,**
25 **Pennsylvania and Illinois was for him to get on the**

Page 19

1 **Democratic primary in those states?**

2 A. Yes, sir.

3 **Q. Have you done other work for Rocky De La Fuente**
4 **to get him on as a third party or an Independent**
5 **candidate?**

6 A. Yeah.

7 **Q. Where have you done that work?**

8 A. Oh, man. Pennsylvania, Ohio, South Dakota, North
9 Dakota, Wyoming, Montana, Washington ---.

10 **Q. Washington State or the District of Columbia?**

11 A. State. New Mexico, where else did we do?
12 Minnesota, --- no, that was --- Wisconsin, Virginia,
13 Alabama, Mississippi. I think that's it.

14 **Q. And this is all ---?**

15 A. Oh, Massachusetts, Connecticut, New Hampshire,
16 Rhode Island. We'll go with that. New York.

17 ATTORNEY ROSSI:

18 Did you do any in Georgia?

19 A. Very few, but yeah, we did some in Georgia.

20 ATTORNEY ROSSI:

21 Sorry, I didn't mean to ---.

22 ATTORNEY JOEL:

23 No, that's fine. Thank you for

24 prompting him so we have a complete list.

25 A. Paul's been helping us there, so.

Page 20

1 ATTORNEY JOEL:

2 I'm sorry, what?

3 A. I'm sorry, nevermind.

4 BY ATTORNEY JOEL:

5 **Q. And this is all for the 2016 presidential**
6 **campaign?**

7 A. Yeah. For his Independent.

8 **Q. So did Benezet do --- as Benezet, do any**
9 **signature collecting for any elections in 2015, in**
10 **that cycle?**

11 A. No.

12 **Q. And how about in the 2014 cycle?**

13 A. No.

14 **Q. Did Benezet have a contract with the Cruz**
15 **campaign for any of the states for which Benezet**
16 **collected signatures?**

17 A. Yes.

18 **Q. For all of them? For some of them?**

19 A. Some of them.

20 **Q. Which ones did you have contracts for?**

21 A. I was direct with the Cruz campaign in
22 Pennsylvania, Vermont, Rhode Island and I believe
23 Delaware, but I'll have to double check Delaware. And
24 you all should have the contract that I had with them.
25 It's in the Discovery somewhere.

Page 21

1 **Q. And then how about Indiana and Illinois?**

2 A. Indiana and Illinois I was a subcontractor. It
3 was a weird arrangement but I had basically been hired
4 by both the person they had contracted and the Cruz
5 campaign directly almost virtually the same time.
6 They both called me.

7 **Q. What was the other contractor who used to**
8 **contractor with ---?**

9 A. Michael Arno. Michael Arno. He runs Arno
10 Petition Consultants, one of the biggest ---.

11 **Q. Where is he out of?**

12 A. California, but I think they're moving to D.C.

13 **Q. For Senator Paul in Illinois and Indiana ---?**

14 A. Both subcontracted through Michael Arno. Sorry,
15 if I should wait 'til the end, sir.

16 **Q. That was one of my rules and I forgot to mention**
17 **it. Yeah, try hard, because it'll be easier for our**
18 **court reporter.**

19 A. Yes, sir.

20 **Q. So both Illinois and Indiana for Senator Paul**
21 **were as a subcontractor for Arno?**

22 A. That's correct.

23 **Q. Benezet subcontracted with ---?**

24 A. Benezet was subcontracted. And I believe that
25 contract is in the Discovery as well.

Page 22

Q. How about for Rick Santorum?

A. That was direct through their campaign, through Jessica Colon, who is their campaign assistant. Now, I didn't put in there that I was contracted to do Trump. We did very few Trump signatures. My guys love doing them. I think that we got him, you know, 500 or 1,000 in Indiana. Pennsylvania I got contracted as soon as our first hearing was over and they pulled the contract from me almost within a day of doing --- I did exactly what you said, I reached out to the local Allegheny County party, asked for local Republicans to walk with me. She got mad, said that we don't trust --- you know, basically don't trust the local Republicans. You know how campaigns are, and they pulled the contract from me. So I ended up not making the money that I should've, but that is one contract I had taken from me. That's the only contract that was pulled.

Q. So did you collect any signatures for Donald Trump in Pennsylvania?

A. No, I did not.

Q. How about in Indiana?

A. Yes, we did. I didn't personally, but my people did.

Q. Benezet did?

Page 24

Benezet to gather some of the signatures?

A. Exactly.

Q. How about with Rocky as an Independent?

A. As an Independent, I'm contracted directly with Rocky.

Q. Benezet?

A. Benezet.

Q. And going back to Senator Cruz, I'm not sure if I asked this and I probably know the answer but just to make sure, did Benezet actually collect signatures for Senator Cruz in Illinois, Indiana, Vermont, Rhode Island, Delaware and Pennsylvania?

A. Yes. Of course.

Q. And did Benezet actually collect signatures for Senator Paul in Illinois and Indiana?

A. Yep.

Q. And did Benezet actually collect signatures for Senator Santorum in Indiana?

A. Yep.

Q. And did Benezet actually collect signatures for Donald Trump in Indiana?

A. Yep.

Q. And did Benezet actually collect signatures for Rocky De La Fuente as a Democrat in Wisconsin, Indiana, Pennsylvania and Illinois?

Page 23

A. Yes, some of them.

Q. And was that through a contract between the Trump campaign and Benezet or was that a subcontractor relationship?

A. We were subcontracted by his primary.

Q. And who was that?

A. Edee Baggette.

ATTORNEY RADZIEWICZ:

Edee what?

A. Edee Baggett, E-D-E-E B-A-G-G-E-T-T-E. She runs National Ballot Access, I believe is the company.

BY ATTORNEY JOEL:

Q. For Mr. De La Fuente as a Democrat, did you contract directly with the De La Fuente party, ---

A. Yes.

Q. --- or campaign, or with somebody ---?

A. No, no. As a Democrat we were contracted through his --- we were subcontracted.

Q. You're subcontracted?

A. Yeah. As a Democrat, we were subcontracted.

Q. And who was the contractor?

A. His name is Shawn Wilmoth and he runs Signature Masters, LLC.

Q. So this Signature Masters had the contract with**Rocky's campaign and then Signature subcontracted with**

Page 25

A. Yes.

Q. And did Benezet actually collect signatures for Rocky De La Fuente as an Independent candidate in Massachusetts, Connecticut, New Hampshire, Rhode Island, New York, Georgia, Pennsylvania, Ohio, South Dakota, North Dakota, Wyoming, Montana, Washington, New Mexico, Wisconsin, Virginia, Alabama and Mississippi?

A. Yes. Alaska too. Sorry.

Q. So in addition to those states I just read, Rocky De La Fuente as an Independent, Benezet collected signatures for Mr. De La Fuente to be on the general election ballot in Alaska?

A. Alaska and California as well, I'm sorry.

Q. That's fine. Thank you. Now, does Benezet have any employees?

A. No. Well, I have a part-time employee right now.

Q. Okay. Who's that?

A. I don't know. Her name is Carly Rose Jackson. She does like scheduling of events, and that's it.

Q. Benezet does not have any employees who are signature gatherers, though?

A. Uh-uh (no).

Q. Can you say yes or no?

A. No.

7 (Pages 22 to 25)

Page 26

Q. Am I correct that Benezet uses various individuals out in the field to collect signatures?

A. Yes.

Q. Is that a contractor-type relationship?

A. Yes.

Q. Who has Benezet used for any or all of the campaigns? I'm not sure which way is easier for you to list. If you want to go state by state we can. If there's an easier way to do it, we can do that, too.

A. This is going to be tough, but ---. Most of them I think I've given to you guys already. But yeah, we can go state by state. So Cruz, the stuff from January, pretty easy. Jake Witmer ---.

Q. All right, so, hold on. So is this for Cruz or is this January? I just want to make sure that I'm taking accurate notes.

A. Well, there's two different periods, right?

Q. Okay.

A. So the stuff in January is going to be all of the primary stuff, okay? Anyone who was running in the primary, the people that were working for me we're circulating for.

Q. Correct.

A. And then the stuff now, I mean, I probably couldn't even --- I'd have to come back and amend the

Page 28

A. So Jacob Witmer is number one. Andy Jacobs is number two. Robert Lynch is number three. Milton Lukens is number four. William Wright is number five.

Q. How do you spell Wright? W-R ---?

A. W-R-I-G-H-T. Who else did we have? Mark Gailey is number six. Nicholas --- I know there's more. Nicholas Sumbles, me, you know. There's about ten. How many do I have?

Q. You have eight right now.

A. Okay.

ATTORNEY ROSSI:

What about the husband and wife team in Pennsylvania?

A. Husband and wife team? Oh. Edward Mason and Denise Mason. That's a good point. Michael Alexander. Brian Lyra.

ATTORNEY ROSSI:

Lynch.

A. Oh, yeah, Robert Lynch, I already said that. A guy named Gerald Bundy. Gerald Bundy.

BY ATTORNEY JOEL:

Q. Gerald? Gerald?

A. Gerald Bundy, B-U-N-D-Y. And, yeah. I think that's a good --- and later I can come back and put in there.

Page 27

record for the stuff now because I don't even know --- I have to go through my records, okay?

Q. So let's talk about ---.

A. About 50 guys. Fifty (50) or so guys.

Q. So let's set it up like this. The work for Cruz in all of those states was Cruz as a Republican, so it was to get him on primary ballots?

A. Yeah.

Q. And work for Paul was as Paul as a Republican to get him on primary ballots?

A. Yep.

Q. The work for Santorum was Santorum as a Republican to get him on the primary ballot?

A. Yep.

Q. The work for Trump was as a Republican to get him on the primary ballot?

A. Yeah.

Q. The work for Rocky as a Democrat was to get him on a primary ballot?

A. Sure.

Q. In all of the states that you've listed that you collected for?

A. Yeah. So these are going to be the guys that worked on the primary ballot.

Q. That's fine.

Page 29

Q. If something comes to you that's fine. We're going to continue this tomorrow so if it comes to you we can update tomorrow, that's fine.

A. Okay.

Q. We spoke with Mr. Witmer yesterday.

A. Yep.

Q. While we're talking about him, he said that there was some dispute between him and Benezet over money owed. What can you tell me about that?

A. Oh. He says that I owe him \$900 from Georgia which is not true.

Q. Why is it not true? What do you understand his point of view to be and what's your point of view on it?

A. I sent him, basically, an e-mail which is in the Discovery showing the times that I put cash into his account, okay? He hasn't invoiced me correctly, okay? So I'm going off of the signatures that I wrote down that he collected for Pennsylvania as a Democrat. We all lost basically --- all of the Rocky De La Fuente stuff, who was the primary client in Pennsylvania, I ended up losing money on, because I went out of pocket, I paid witnesses, I even went out and paid --- I settled with every petitioner who worked for me. I lost a lot of money because the guy, Shawn Wilmoth,

Page 30

1 ripped off Benezet for about \$30 grand, okay? \$22,500
2 actually. He refused to pay me, okay?

3 **Q. And that was ---?**

4 A. That was for Rocky De La Fuente as a Democrat in
5 Pennsylvania.

6 **Q. And that was subcontract work?**

7 A. I was subcontracted through him.

8 **Q. And why didn't he pay you?**

9 A. Because he's a scumbag. And so that's actually
10 why I'm working for Rocky now. I contacted him and
11 told him what had happened. He was shocked and he
12 asked me to start working for him now. So Jacob and
13 me went to Georgia to go and help the green party
14 there. And when we got there, there was a lot of
15 issues. But one of them was they were using the wrong
16 size paper, subcontractor fault. And then the other
17 one was, there was a discrepancy on separation by
18 counties, okay? We basically ended up doing a lot of
19 work in two days and not really having any legitimate
20 right to bill for it. And Jake, being the stubborn
21 individual I know him to be, demanded that I paid him
22 \$1,000 immediately. I went through the books and had
23 my fiancée go through the books before we got back
24 from Georgia, because we had done a job in New Mexico
25 --- oh, I forgot to put that down there. We did

Page 31

1 Better for America in New Mexico and Arkansas.
2 BRIEF INTERRUPTION

3 A. Arkansas. That's under Michael Arno.

4 BY ATTORNEY JOEL:

5 **Q. All right. So Better for America in New
6 Mexico ---**

7 A. Yeah.

8 **Q. --- and Arkansas?**

9 A. Yeah.

10 **Q. That was a subcontractor?**

11 A. Through Michael Arno. That was this summer. As
12 an Independent party.

13 **Q. And that was to get that party ---**

14 A. On the ballot.

15 **Q. --- on the ballot?**

16 A. Yeah. So me and Jake had flown down to New
17 Mexico, we'd done a lot of work, and on the plane ride
18 there I gave Jake a check to settle with him on the
19 Rocky campaign of the money he was still owed.
20 Because I felt bad, you know? These guys lost money,
21 I'm making money, it's time to pay them back. Jake, I
22 believe, was still owed money. He says that he was
23 owed \$2,000, so I wrote him a check on the plane for
24 \$1,500. When I gave Carol this information, my
25 fiancée, she said, that's not correct. Immediately,

Page 32

1 she told me that. And I said, well, show me what's
2 wrong, we'll figure it out. It took until after we
3 got back from Georgia, which was a week or so later,
4 she said, look, you know, you got to look at this. We
5 have actually paid Jake. We owed him \$450 at the time
6 that I wrote him that \$1,500 check. For all of his
7 work in Pennsylvania from January. We were making
8 cash deposits into his account as well as check
9 deposits all to his Chase bank. And obviously he
10 didn't know that. We sent him proof of that, you
11 know, and that's what it is. So he's saying I owe him
12 money. He, actually, technically owes us a little bit
13 of money. And on top of that he screwed me over this
14 summer, so I'm not too happy with him.

15 **Q. How'd he screw you over this summer?**

16 A. He took a contract that I had with Rocky and
17 offered, like, bottom-of-the-barrel price to get it
18 done in North Dakota and then he just stopped
19 answering his phone, so I had to send people in there
20 and get it done anyway, and I probably lost \$3 or \$4
21 --- it's not a big deal, because I'm fine, but, I
22 probably lost \$9 or \$10 grand.

23 **Q. Who, and if you can't remember them all, that's
24 fine, for the general election ballot, that's the work
25 you're doing for Rocky now?**

Page 33

1 A. Yes, sir.

2 **Q. And who were the folks that Benezet engaged to be
3 out in the field collecting those signatures?**

4 A. There's so many I couldn't name them now, but
5 mainly, most of the people on that list, with the
6 exception of --- well, no, he worked too. I was going
7 to say Jake. Robert Lynch worked --- they've all
8 worked for me this summer. Except for Mark Gailey.
9 He's out of the signature-gathering business. And
10 then there's a bunch of new people, there's probably
11 close to about 30 or 40 people. Tim Hale (phonetic)
12 comes to mind. Mildred Almeida, Paulie Frankel ---.

13 **Q. Do you know how to spell Almeida?**

14 A. No. A-L-M-E-I-D-A, I think is the way you do it,
15 but ---.

16 **Q. Okay, Paulie ---?**

17 A. Paulie Frankel, yeah. I'm going to have to come
18 with y'all with the list. Is that okay?

19 **Q. Yeah, that's fine. That's fine.**

20 A. There's about 30 guys yet.

21 **Q. We've got three right now. If you can look at
22 anything, either over a break ---.**

23 A. I can go through my texts, probably is what I'll
24 do.

25 **Q. That's fine. That's fine. And after the break**

9 (Pages 30 to 33)

Page 34

1 we can update that or tomorrow morning we can update
2 that.

3 A. Sure. That'll be --- so we don't waste too much
4 time.

5 **Q. That's fine. I appreciate it. So the next thing**
6 **I want to know is, I know some of the people but I**
7 **don't know all of them. Witmer, I understand, is a**
8 **resident of Alaska. Jacobs is a resident of**
9 **Pennsylvania; correct?**

10 A. He is, yeah.

11 **Q. You laugh about Witmer. He's here, there and**
12 **everywhere?**

13 A. I don't know. Resident of Alaska, that sounds
14 --- I don't know. Whatever. I guess, yeah. I don't
15 know where he --- if that's what's listing, that's
16 what he's listing, man.

17 **Q. Why? Where do you think he's from?**

18 A. I mean, I haven't known him to be in Alaska since
19 we were in Alaska in like 2006, so if he's been there
20 since then, that's news to my ears, I mean, whatever.

21 **Q. Where do you think he is?**

22 A. He's in Illinois.

23 **Q. Jacobs is in Pennsylvania; correct?**

24 A. Jacobs is in Pennsylvania.

25 **Q. How about Lynch?**

Page 35

1 A. Lynch is Virginia.

2 **Q. Lukens?**

3 A. Lukens is Virginia or Kentucky or Florida.
4 Wherever he happens to be. But mainly Kentucky.
5 Yeah, Kentucky's his home. That's where I send his
6 checks.

7 **Q. William Wright?**

8 A. South Dakota.

9 **Q. Mark Gailey?**

10 A. Kentucky.

11 **Q. Who is now out of the business?**

12 A. Out of the business.

13 **Q. Nick Sumbles?**

14 A. Maryland.

15 **Q. You are Texas.**

16 A. Uh-huh (yes).

17 **Q. Ed Mason?**

18 A. Pennsylvania.

19 **Q. Denise Mason?**

20 A. Pennsylvania.

21 **Q. Michael Al --- Alex?**

22 A. Alexander?

23 **Q. Alexander.**

24 A. Yeah, he's from Boston.

25 **Q. Massachusetts?**

Page 36

1 A. Massachusetts somewhere.

2 **Q. Brian Lyra is Massachusetts?**

3 A. Massachusetts as well, yes.

4 **Q. Gerald Bundy?**

5 A. Pennsylvania.

6 **Q. How about Tim Hale?**

7 A. I think Ohio.

8 **Q. Mildred Almeida?**

9 A. Florida.

10 **Q. Paulie Frankel?**

11 A. Alabama.

12 **Q. Now, when Benezet engages any of these people to**
13 **go out and collect signatures, is there a written**
14 **contract? Is it just oral, calling them and saying I**
15 **need you here? How does that work?**

16 A. It's a combination. So people that I've used
17 before and we have pretty much --- in the perfect
18 world, yes, we give them a written contract, but a lot
19 of these drives we did this summer were six or seven-
20 day drives, so it's hard to get all that paperwork
21 processed. But, with that said, there is a lot of
22 contracts from this summer with individuals.

23 **Q. How does Benezet get paid, whether it's from the**
24 **campaign or through a subcontract? Is it a per**
25 **signature, is it a flat rate that Benezet gets? How**

Page 37

1 **does that ---?**

2 A. All of the above. I bill different ways.

3 **Q. So for the work you did in Pennsylvania for Cruz,**
4 **was that --- that Benezet did in Pennsylvania for**
5 **Cruz, ---**

6 A. Sure.

7 **Q. --- was that per signature or was that a flat**
8 **rate?**

9 A. We did per signature. The client preferred that
10 methodology of pricing.

11 **Q. How about for Rocky as a Democrat in**
12 **Pennsylvania?**

13 A. That was per signature plus I had an allocated
14 amount per hour for a witness, okay? I had also some
15 expense money, so it was a combination. Expense money
16 plus per-signature cost plus they assumed that I was
17 going to have to spend money on witnesses. But I
18 didn't get paid, so I mean ---.

19 **Q. And then how about Rocky as an Independent in**
20 **Pennsylvania, was that per signature?**

21 A. That is, yeah. Plus expense money. And those
22 contracts you should all have copies of.

23 **Q. But other of your contracts, some of them you get**
24 **flat rates?**

25 A. No, it depends. I mean, I've told clients, I

10 (Pages 34 to 37)

Page 38

1 won't go over this price, so I assume that that's a
2 flat rate.

3 **Q. Are the majority of the contracts that Benezet**
4 **gets, then, is it paid based on the signatures you**
5 **collect?**

6 A. Yeah. Yeah, the majority of them.

7 **Q. So if you collect more signatures, Benezet makes**
8 **more money?**

9 A. Generally.

10 **Q. And I'd like to understand sort of when that**
11 **payment is made. Because as I understand the process,**
12 **you can collect signatures in any number of states,**
13 **submit them, somewhere along the way there's the**
14 **ability for somebody to complain about them, challenge**
15 **them, object to them. That, I don't think, is unique**
16 **to Pennsylvania.**

17 A. No, it's not.

18 **Q. The process may be different here, but I would**
19 **suspect that there is an ability for folks to**
20 **challenge or complain in Virginia, in North Dakota ---**

21 A. All over, yeah.

22 **Q. --- in Alaska. Do you get paid when you submit**
23 **the signatures or do you get paid after some period of**
24 **time where we can figure out what the valid signatures**
25 **really are?**

Page 39

1 A. No. My contract is clear that I get paid on the
2 work produced, okay? So there is no indemnification
3 clauses or anything like that, or anything that's
4 guaranteed my work. Now, that's for Rocky. It
5 depends. The Cruz campaign, I bill them per valid
6 signature. Valid signature for Pennsylvania was what
7 the laws say a valid signature are. You know what
8 they are. I know what they are. So those were door-
9 to-door gathered signatures. We did everything in
10 front of the voters, or made sure --- and if they
11 weren't door-to-door gathered we'd go and validate
12 them, and then I would just bill them for the valid
13 signatures, so it all kind of is variable, but it's
14 mainly done --- and they --- yeah.

15 **Q. Then how do you pay your folks? The Jacob**
16 **Witmers of the world, the Andy Jacobs of the world,**
17 **the Robert Lynches of the world? Would you pay them**
18 **--- that was a bad question. Do you pay them per**
19 **signature or do you pay them an hourly rate or do you**
20 **pay them a flat fee?**

21 A. No, they're paid per signature.

22 **Q. So let's take, as an example, just to make sure**
23 **that I understand it, let's say you're collecting**
24 **signatures in Pennsylvania for Senator Cruz, okay?**
25 **You had a contract with the Cruz campaign; correct?**

Page 40

1 A. Uh-huh (yes).

2 **Q. You have to say yes or no, for ---.**

3 A. Yes, sir.

4 **Q. Do you remember what the price per signature**
5 **Benezet was getting on that?**

6 A. I think it was \$6. \$6 or \$7.

7 **Q. And was there anything built in there additional**
8 **for witnesses or for ---**

9 A. No. No.

10 **Q. --- expenses?**

11 A. Nope. I was pretty fair with them, I just
12 charged them \$7 a signature.

13 **Q. But I'm assuming that the \$7 you quoted them and**
14 **charged them at least built in your overhead,**
15 **meaning ---**

16 A. Yeah.

17 **Q. --- expenses, witness fee if there was one,**
18 **notarization fee, all that sort of stuff?**

19 A. Sure.

20 **Q. I mean, you certainly ---?**

21 A. We did have a --- I think there was a couple
22 grand allocated for notarization. That's what it was.
23 It was like \$2 grand for notarizations and \$6.50 a
24 signature, we'll say.

25 **Q. You certainly didn't quote them a signature rate**

Page 41

1 **that you knew going in was going to lose you money?**

2 A. No.

3 **Q. You're in this to make money?**

4 A. Yes. However, I am a supporter of Senator Cruz.

5 **Q. I understand that.**

6 A. So we're trying to do it as cheap as possible,
7 plus we worked for him in a few states and made pretty
8 good money. I will say, though, that in Cruz's case,
9 I only took on the districts that I could actually do.
10 Like, I didn't go and try to start sourcing witnesses
11 from all of the states, so I only did a handful of the
12 districts, I didn't do the whole state for him.

13 **Q. So if you were charging Cruz campaign \$6.50 a**
14 **signature, how much did Benezet then pay to whoever**
15 **collected for you? Jake Witmer or Andy Jacobs or**
16 **Robert Lynch, whoever was collecting for you in**
17 **Pennsylvania?**

18 A. That's private. It's all --- I don't think we'll
19 mention ---.

20 ATTORNEY ROSSI:

21 There's a confidentiality agreement
22 here.

23 A. Yeah, so these guys are getting \$3.50 a
24 signature.

25 BY ATTORNEY JOEL:

11 (Pages 38 to 41)

Page 42

1 **Q. And you told me who worked for you in the primary**
 2 **and in the general, at least as far as you could**
 3 **remember for the general. Who worked for Benezet**
 4 **collecting signatures for any of the Pennsylvania work**
 5 **that Benezet did? Whether that was Cruz, I guess**
 6 **Rocky as a D, Rocky as an Independent, or the Open**
 7 **Pittsburgh thing?**

8 A. Who?

9 **Q. Yeah.**

10 A. Who was working?

11 **Q. Yeah.**

12 A. Well, I've given you a long list and we're going
 13 to go back and amend it later.

14 **Q. That's fine. Well, here's what I'm trying to**
 15 **figure out. Did Witmer collect for you in**
 16 **Pennsylvania or did Jacobs or did Lynch or did all of**
 17 **them, or did some of them?**

18 A. All of them. All of them collected in
 19 Pennsylvania at some point or another. Some of them
 20 collected all the drives, some of them only did one,
 21 some of them, you know ---.

22 **Q. So these people that you listed for the primary**
 23 **and the general, and those who carried over from the**
 24 **primary to the general, those who did both, it's your**
 25 **testimony that all of those people, at least at some**

Page 43

1 **level, were in the Commonwealth of Pennsylvania**
 2 **collecting signatures?**

3 A. Yeah. And like I said, there's probably closer
 4 --- for the Open PGH stuff, I mean there's like 30, 40
 5 guys.

6 **Q. Let's talk about that since you brought it up.**
 7 **You know what Open Pittsburgh is?**

8 A. Sure.

9 **Q. How did you become aware of their desire to ---**
 10 **strike that.**

11 **Did Benezet contract with Open Pittsburgh to**
 12 **collect the signatures? Was it Trenton Pool, or ---?**

13 A. It was Benezet.

14 **Q. And was that directly with Open Pittsburgh?**

15 A. Yes.

16 **Q. When did you first become aware of that**
 17 **opportunity?**

18 A. They contacted me. They saw one of our
 19 petitioners in Allegheny County. He gave them my
 20 card. They contacted me to do the drive in July.
 21 Early July or late June.

22 **Q. Was there a formal written contract between**
 23 **Benezet and Open Pittsburgh?**

24 A. No, we really didn't have time.

25 **Q. What did you quote --- what was the price that**

Page 44

1 **Benezet charged? Was it a per signature or was it a**
 2 **flat rate?**

3 A. I was going to charge them originally like, I
 4 think, \$8 a signature. And then that was because of
 5 the requirement they have. The city charter, as you
 6 know, requires you to follow the nominating petition
 7 laws. And so that would have to cover witnesses, the
 8 whole enchilada, as we did in the primary. And it was
 9 going to slow us down tremendously so I really
 10 honestly didn't even --- I would do it to help them
 11 because I believed in their cause and mission but I
 12 just didn't really --- we couldn't really afford ---
 13 we didn't have the manpower, so to speak, at the time,
 14 so I made it a high price. He didn't like that price.
 15 They didn't have the budget, so I recommended that
 16 they look into the legality of that law, the
 17 constitutionality of that requirement, as I did. And
 18 they actually ended up taking that out, and I believe
 19 they contracted the best advocate in Pennsylvania over
 20 here, and so they --- I guess they got it struck and
 21 then they called me up and asked if we'd help come
 22 back in. We had like three or four days. And we had
 23 conveniently just finished the State of Ohio, so I
 24 took everyone from Ohio and came into Pennsylvania and
 25 just basically handled it in like four days.

Page 45

1 **Q. How much did you charge them per signature when**
 2 **you came in on that three to four days?**

3 A. I think I asked them for \$4 a signature.

4 **Q. How many people did you put into Pennsylvania to**
 5 **collect the signatures --- I'm sorry, did Benezet put**
 6 **in?**

7 A. I'd have to go look, to see the records, but
 8 probably 25. Around there.

9 **Q. Can you remember the names of any of them?**

10 A. A lot of them are on that list I started over
 11 there, the four or five guys. Ed Mason was there,
 12 Gerald Bundy was there.

13 **Q. I'm sorry, ---?**

14 A. So the list that you have, mainly most of those
 15 people were there.

16 **Q. Let me interrupt you for a sec. Witmer said he**
 17 **wasn't there.**

18 A. He didn't come. We were fighting at that point.

19 BRIEF INTERRUPTION

20 A. We were fighting at that point.

21 BY ATTORNEY JOEL:

22 **Q. So was Andy Jacobs there?**

23 A. No, Andy actually didn't come in. He didn't come
 24 in at all.

25 **Q. How about Robert Lynch?**

12 (Pages 42 to 45)

Page 46

1 A. Nope.

2 **Q. Milton Lukens?**

3 A. No.

4 **Q. William Wright?**

5 A. No, they didn't come in. Michael Jennings was
6 there.

7 **Q. How about Mark Gailey?**

8 A. No.

9 **Q. Nick Sumbles?**

10 A. No.

11 **Q. Were you there?**

12 A. I was.

13 **Q. So we have one. Ed Mason?**

14 A. He was there. Denise was there.

15 **Q. Michael Alexander?**

16 A. He didn't come in.

17 **Q. Brian Lyra?**

18 A. He didn't come in, either.

19 **Q. Gerald Bundy?**

20 A. He was there.

21 **Q. Tim Hale?**

22 A. He was there.

23 **Q. Mildred Almeida?**

24 A. She was there.

25 **Q. And Paulie Frankel?**

Page 47

1 A. He wasn't there. Let me give you some more
2 names.

3 **Q. Sure, that'd be great.**

4 A. All right. A lady named Elizabeth Hastings. She
5 had about four people underneath --- five people
6 underneath her and she took an override off of --- I'd
7 have to go look for their names. Kathy Adams and a
8 couple other people. A guy named, oh man, I mean,
9 yeah, I'll get these lists for you. There's about 25
10 people.

11 **Q. Where's Elizabeth Hastings from?**

12 A. Cleveland.

13 **Q. So Ohio?**

14 A. Yeah.

15 **Q. And how about Kathy Adams?**

16 A. Cleveland. There's about six guys from
17 Cleveland. And then there was a guy named Joe Jackson
18 came in, a guy named, oh man, what's his name up
19 there? Yeah, we'll come back to this.

20 **Q. Where's Joe Jackson from?**

21 A. Ohio. Columbus.

22 **Q. Going back to the Cruz work that you did in
23 Pennsylvania, can you give me any estimate or figure
24 as to how many signatures Benezet actually got for
25 Senator Cruz in Pennsylvania?**

Page 48

1 A. I can do math real quick, but, like, 300 per CD
2 times four, and we ended up doing I think like three,
3 so that'd be like 1,200. I think it was like around
4 4,000.

5 **Q. Around 4,000 signatures?**

6 A. Yeah. Sounds about right.

7 **Q. How about Rocky as a Democrat in Pennsylvania?**

8 A. Closer to 5,000.

9 **Q. And how about Rocky as an Independent in
10 Pennsylvania?**

11 A. Rocky as an Independent, that's closer to 11,000.

12 Well, I mean, we probably submitted 12,000 or so.

13 I'll bill him for 11,000 though. Something like that.

14 **Q. And with the Cruz work, am I correct that those
15 signatures were witnessed by a Pennsylvania resident?**

16 A. Witnessed by a --- oh, yeah.

17 **Q. The affidavit was signed by a Pennsylvania
18 resident?**

19 A. Yeah, any of the work done in that time was --- I
20 mean, you have to be an in-state circulator.

21 **Q. So just to make sure we're clear, the signatures
22 for Cruz, the affidavit of circulation was signed by a
23 Pennsylvania resident; correct?**

24 A. Yeah.

25 **Q. They were all ---?**

Page 49

1 A. They should have been, yeah.

2 **Q. They were all notarized; correct?**

3 A. They were all notarized.

4 **Q. And did you do anything to ensure that you didn't
5 have people signing more than one petition?**

6 A. More than one petition, what do you mean?

7 **Q. Well, you understand that part of your challenge
8 here is that I, for example, can't sign a petition for
9 Bernie Sanders and Hillary Clinton?**

10 A. Correct, yeah.

11 **Q. I have to pick one.**

12 A. Yeah.

13 **Q. So did you do anything to ensure that you didn't
14 have people who were ---**

15 A. Yes.

16 **Q. --- signing multiple petitions?**

17 A. I mean, every one of my guys is trained with the
18 best business practices. I went over and showed them
19 exactly what the law is, told them and made it crystal
20 clear, explained to them all why they're walking
21 around with a registered voter, okay, and the
22 registered voter also carried petition boards at all
23 times. They weren't just partaking in the witnessing
24 process, I wanted them to actually carry the boards
25 and make sure that they're gathering signatures as

13 (Pages 46 to 49)

Page 50

much as they can, too.

Q. And you did that for all of your Pennsylvania work?

A. Every single thing. And so the other thing we did was we explained it. Some of the guys, they're a little bit slow witted, so they didn't really --- it may not've registered, but I did explain about the --- why we're qualifying voters. When the qualification process --- the first question out of our mouth is, hi, are you a Pennsylvania resident? If they say yes, okay, great, are you in this county? Because it's separated by county. If they say, sure, say, you mind helping out with a quick signature --- well, sorry, go back. We'd ask them if they're a registered Republican in the event that we're not going door to door. So, if we're not going door to door, we don't know that they're a Republican, we'd ask them, are you a registered voter? Are you Republican or Democrat? And then if they say they're Republican then we say, great, have you had any chance to sign any nomination petitions for any candidates? And if they say yes, we ask them who, if they remember. If they don't remember, sometimes I'm sure the guys take their signature. I don't know. I wasn't there, but yeah, to answer your question, basically, we ask in the

Page 51

questions leading up to getting the signature, you always make sure. And that's --- I mean, everyone does that.

Q. And that was your practice? That's how you instructed your folks who were working in Pennsylvania for you?

A. Of course. Except Rocky, too. When they did Rocky we'd make sure that no one signed that signed for Hillary or Bernie.

Q. And in addition to making sure about that for Rocky as a Democrat in Pennsylvania, those signatures you collected, the affidavit of circulation was signed by a Pennsylvania resident; correct?

A. Affidavit?

Q. The witness.

A. The witness?

Q. Pennsylvania resident.

A. Yeah. Yeah.

Q. And they were all notarized; correct?

A. To the best of my knowledge, I mean I think I looked at every one. I can't really remember.

Q. But to the best of your knowledge they were notarized?

A. Oh, yeah. Yeah. I mean, I paid a lot of notary fees. Thousands of dollars.

Page 52

Q. And Rocky as an Independent, were witnesses involved in those signature collections?

A. No, we didn't have to. That was the Achilles (phonetic) versus --- the 2015 ruling. Achilles (changes pronunciation)?

ATTORNEY ROSSI:

I think it's pronounced Achilles.

A. Achilles? Achilles? The case that I cited in the original hearing when I testified. This all stems from that case law that developed. That's why we're here.

BY ATTORNEY JOEL:

Q. And so the Rocky signatures, there was no witness associated with those?

A. No, you didn't need to.

Q. How about a notarization?

A. You don't need to do that, either.

Q. And how about the signing more than one?

A. You can sign for as many Independents as you want. Now, can they sign for a major party candidate and an Independent? I'd have to re-read the case. Do you know the answer to that?

ATTORNEY ROSSI:

Yes.

A. You can --- they can?

Page 53

ATTORNEY JOEL:

He probably does? Okay.

ATTORNEY ROSSI:

I mean --- I don't know if you want to go off the record or not but the case was cited on equal protection grounds with respect to the multiple signature issue. So the problem was that signing for a Republican candidate --- if you're Republican you can sign for more than one --- you can essentially get more than one candidate onto the ballot. So Republicans who sign for Ted Cruz could then sign for a nominee --- in fact, that was always the case under the statute.

A. Okay. That makes sense.

ATTORNEY ROSSI:

People who challenge petition papers would often try to say, well, if you signed for a Republican in the spring you can't sign a nomination here, but based on the statute, you always could. It was always, could you sign for more than one?

A. More than one --- okay, that answered the question. So that was my question. Sorry.

BY ATTORNEY JOEL:

Q. And when you went to Rocky as an Independent, am I correct that those signatures can be from any

14 (Pages 50 to 53)

Page 54

1 registered voter in the Commonwealth?

2 A. That's correct.

3 **Q. It's not broken down by congressional district or**
 4 **county or anything like that?**

5 A. No, we have to separate by county.

6 **Q. Oh, you do?**

7 A. Well, there's no distribution requirement, but
 8 you still need to separate the paper by county. Now,
 9 if we didn't need to do that, I wish I would've known,
 10 because we definitely did.

11 **Q. So the Rocky as an Independent, can anybody in**
 12 **Pennsylvania sign those? Like, Democrat, Republican,**
 13 **Independent, Green, Constitution?**

14 A. That's correct.

15 **Q. Whereas Cruz, only Republicans could sign for**
 16 **him, Rocky as a D, only Democrats could sign for him?**

17 A. That's correct.

18 **Q. And you mentioned that for Cruz at least, you**
 19 **only went in certain areas. I'm presuming those are**
 20 **areas which you had witnesses available?**

21 A. That's correct, yeah.

22 **Q. And did you do the same for Rocky as a Democrat?**

23 A. No. Rocky as a Democrat, I was basically --- I
 24 thought we would just be helping the campaign
 25 originally, like we had been. Rocky was never our

Page 55

1 primary client. Shawn Wilmoth basically made me a
 2 pretty compelling offer, I accepted it and I did
 3 something that I really never had much experience
 4 doing before, which was hitting all the different
 5 forums and stuff and finding registered Democratic
 6 voters to be paid hourly to help our guys.

7 **Q. You mentioned going door to door. It was sort of**
 8 **in the context, I think, about talking about Cruz**
 9 **and/or Rocky. Do I understand what you're getting at**
 10 **is, you can get a map, you can get a database,**
 11 **something that says, this house is a Democratic house**
 12 **or it has Democratic voters in it, this house has**
 13 **Republican voters in it?**

14 A. Yeah. Any person can go get that file.

15 **Q. So with the ability therefore to canvass and**
 16 **collect for Cruz, am I correct that you got that**
 17 **information?**

18 A. I did.

19 **Q. So you knew which houses to target?**

20 A. Yes.

21 **Q. When you were doing the door-to-door aspect of**
 22 **it?**

23 A. Yeah. Yeah. I mean, we have ways of checking
 24 now. Yeah.

25 **Q. And the same with Rocky as a Democrat?**

Page 56

1 A. No. Rocky as a Democrat, you have a lot more
 2 registered Democrats in the state --- in the big
 3 cities, so we didn't really need to do that, but we
 4 just went for above and beyond the target number. We
 5 asked everyone, are you a registered voter, are you a
 6 registered Democratic voter, and we basically got them
 7 on the street corners, in Allegheny County
 8 predominantly. Near the campuses.

9 **Q. You said that Shawn made you a compelling offer.**
 10 **What was that compelling offer?**

11 A. Well, he told me, basically, he was going to pay
 12 me money, and he would train me how to go and procure
 13 witness assets to help. I've never really gone onto
 14 Craigslist and started putting up ads and all that,
 15 and he taught me how to do it. And he's good at it,
 16 so the compelling offer was to educate me in the
 17 process.

18 **Q. Where's his business located?**

19 A. Michigan?

20 ATTORNEY ROSSI:

21 Yeah, Michigan.

22 BY ATTORNEY JOEL:

23 **Q. Does he do stuff nationwide?**

24 A. I don't think so, anymore. But he did, yeah.

25 **Q. You talked about the training that you gave to**

Page 57

1 **your collectors. What kind of training did you get**
 2 **when you entered into this business?**

3 A. What kind of training did I get?

4 **Q. Yeah.**

5 A. I mean, y'all met Jake the other day. He was the
 6 first person I ever gathered a signature with, so he
 7 pretty much trained me and he's pretty fluid. A
 8 pretty thorough guy. But, it's like, do you want me
 9 to tell you how I was trained?

10 **Q. Sure. Sure.**

11 A. The first question is always make sure the
 12 person's a registered voter. Greet them, say hello.
 13 They say, pardon me sir, or ma'am, are you a
 14 registered voter here, in the city you're in and once
 15 you qualify them and make sure that they're a
 16 registered voter, then you ask them for the --- you
 17 pitch them on what you're doing and getting the
 18 signature for, and then you basically try to convince
 19 them to help qualify the issue or candidate cause to
 20 get it on the ballot.

21 **Q. And is that the similar training that you**
 22 **instilled on folks who Benezet hired?**

23 A. Yes.

24 **Q. The asking if they're a registered voter in the**
 25 **municipality ---?**

15 (Pages 54 to 57)

Page 58

1 A. We didn't train many petitioners. We trained
2 witnesses at this time. We did end up training
3 petitioners later. And that file. I actually have
4 like a two-page document for training. It's in the
5 discovery I'll give you guys today or tomorrow.

6 **Q. Now, in the Open Pittsburgh, was there any**
7 **guarantee that Benezet provided to Open Pittsburgh on**
8 **validity of signatures or anything like that?**

9 A. No, there wasn't. Now, well, there was a
10 guarantee that --- there was. Okay, sorry. So they
11 had a very finite budget so we had said \$4 a signature
12 plus a 70 percent validity agreement. Now, validity
13 agreement, in the eyes of any contracted petition
14 company, is basically a signature that's accepted or
15 not accepted by the authority, okay? By the entity.
16 Every signature was accepted by Pittsburgh. So
17 therefore, we had 100 percent validity. And therefore
18 my bill should be paid in full.

19 **Q. So when you're talking about validity rate, at**
20 **least as it relates to Open Pittsburgh, it is if the**
21 **election board of the official receives and accepts**
22 **them?**

23 A. Yes.

24 **Q. Even if there's a challenge down the road that**
25 **nixes them all, but if they receive and accept them,**

Page 59

1 **that's good? At least as it related to Open**
2 **Pittsburgh?**

3 A. No. If there's a challenge down the road, so
4 what we'd be able to do would be go and validate every
5 signature. We'd know what the validity rate was and
6 be paid on that percentage, okay? And then, after the
7 challenge process is done, then he would release the
8 remaining money or not.

9 **Q. Are you aware that in the Open Pittsburgh case,**
10 **challenges were filed to the signatures that Benezet**
11 **collected?**

12 A. I've heard this. I've really not paid much
13 attention.

14 **Q. Are you aware that the judge out in Allegheny**
15 **County struck a lot of those signatures?**

16 A. I didn't know that. That Benezet collected?

17 ATTORNEY ROSSI:

18 I'm sorry, what?

19 A. That Benezet collected? Our signatures got
20 challenged?

21 ATTORNEY ROSSI:

22 I'm not the attorney in that case.

23 Although I am now, as of one o'clock, so I'm not --- I
24 have not been following. I thought the challenge ---.

25 A. I had no clue. Sorry, Mr. Joel.

Page 60

1 ATTORNEY JOEL:

2 That's okay.

3 ATTORNEY ROSSI:

4 I thought that the challenge actually
5 was also ---.

6 A. Completed, yeah.

7 ATTORNEY ROSSI:

8 The 30-page question that they submitted
9 to Pittsburgh. I mean, the litigation that struck the
10 --- and it's on appeal with the Commonwealth Court,
11 but it was involved --- I don't --- there wasn't
12 actually any individual signature-by-signature
13 challenge to the signatures.

14 ATTORNEY JOEL:

15 Why don't you mark that one next?

16 A. All right, we'll see what he's got.

17 ATTORNEY JOEL:

18 I'll show you what's been marked as
19 Defendant's 5. Take as much time as you'd like to
20 read it.

21 (Defendant's Exhibit 5 marked for
22 identification.)

23 A. Yeah, that's fine.

24 BY ATTORNEY JOEL:

25 **Q. I'll tell you it's an Opinion from Allegheny**

Page 61

1 **County Court of Common Pleas, City of Pittsburgh is**
2 **the Petitioner, openpittsburgh.org was one of the**
3 **Respondents and it was a challenge and an objection to**
4 **the signatures submitted for the Open Pittsburgh**
5 **ballot initiative.**

6 A. So they did two filings; correct? Can I ask a
7 question here?

8 **Q. Sure.**

9 A. Yeah, they filed their original signatures by the
10 due date --- original due date. Then when the
11 injunction was issued and they got the relief, they
12 had another due date, which was a week from ---.

13 **Q. Correct.**

14 A. And so is this for the cumulative signatures
15 turned in challenge?

16 **Q. Yes.**

17 A. Or is the --- okay. That was ---.

18 **Q. It's for the whole kit and caboodle.**

19 A. Okay, got it.

20 **Q. So the judge writes, I'll read upside down.**

21 A. Yeah.

22 **Q. On August 9 and 15, 2016, openpittsburgh.org**
23 **submitted a total of 12,315 signatures to the election**
24 **division. However, 3,792 of those signatures must be**
25 **stricken primarily because the petition paper was not**

Page 62

submitted with a valid notarized affidavit as required. Additionally, another 8,454 signatures must be stricken because they were gathered by out-of-state circulators prior to the extended submission deadline of August 15th, 2016. Furthermore there is no verification that the out-of-state circulators were adult U.S. Citizens. Finally, they were not notarized or sworn. That leaves Open Pittsburgh with less than 7,582 required signatures necessary to place the question on the ballot. Judge Hornak made those additional requirements a condition for the extension of the filing deadline and the failure to comply with those requirements is a fatal defect and cannot be cured by amendment. First of all, did I read that correctly?

A. Yeah, you read that correctly.

Q. Were you aware of that?

A. I've heard this, I mean, I disagree. I know we notarized --- you know, everything was done with a notarization that we turned in. So the signatures that I collected were probably 6,000 of those? Half, maybe? And we notarized every single one. And we stapled a --- we took the bottom of your nomination paper form, and this was done by David. I tried to read the opinion but couldn't find it, so I didn't

Page 63

have any way of consulting on it, but I just basically did what he told me. We took the bottom of the nominating paper ---.

Q. Who's David? Tessator?

A. David Tessatori or Tessator.

Q. And he's the head guy over in Pittsburgh?

A. The proponent. Yeah, I call him the proponent. So he took the nomination paper form and we stapled that to the back of every --- so we basically took y'all's jurat from the bottom --- or it's not a jurat anymore because there's no notarization requirement. But we took the nominating paper affidavit or statement of circulator, and we stapled that now to the back of every page of the Open PGH petition. So we executed it normally, signed it with the notary normally, did the normal notarization and we struck anything that said they had to be an in-state circulator because that wasn't required by the judge's opinion. Then we stapled the out of state --- the nominating paper thing and then filled that out as well, each petitioner did that. So basically, I mean, if that's the case, there's no thing that declared that they're an in-state U.S. Citizen in the nominating paper petition that y'all use in the State, then by this judge's logic, that petition's flawed,

Page 64

too, right? Wouldn't that be a true statement?

ATTORNEY ROSSI:

Could we go off record? Can we just

have a discussion about this, because I think what I understand happened may actually inform everybody, but I don't want to be --- I don't want to testify.

A. I don't even know, yeah.

ATTORNEY ROSSI:

Is that okay?

ATTORNEY JOEL:

Yeah, it's fine.

A. I have no clue what's going on with this but I think that's what's happening.

OFF RECORD DISCUSSION

BY ATTORNEY JOEL:

Q. Really, all I was looking for was, are you aware that a judge has, in his own language, stricken the overwhelming majority of signatures that you gathered?

A. I was not, but I am now.

Q. That's all I wanted to confirm.

A. Sorry.

Q. Thank you.

A. Oh, man.

Q. Benezet is a Texas Limited Liability Corporation?

A. Yes, sir.

Page 65

Q. Now, you listed a number of people who worked the primaries for Benezet and then others in addition who worked the general election for Benezet in various states and things like that where these people worked. My question, let me ask it sort of broadly and if we need to drill down we can, but do the signature collectors that Benezet engages, do they go from job to job to job, state to state to state? Is that their business? Is that what they do, or ---?

A. Yes.

Q. And if we go back to Cruz, Illinois, Indiana, Vermont, Rhode Island, Delaware, Pennsylvania, can you tell me what the chronology was of those collection efforts?

A. Illinois, then Indiana, then Pennsylvania and Rhode Island simultaneously, with maybe Delaware.

Q. Simultaneously with Delaware?

A. Oh. Yeah, and then Vermont was done at the same time as Indiana and part of Illinois.

Q. So recognizing that people can't be in two places at once, you'd agree with that?

A. Yes.

Q. The folks who you listed for the primary, you had some of them in Delaware, while others were in Pennsylvania, while others were in Rhode Island?

17 (Pages 62 to 65)

Page 66

1 A. No. No. I began to start like Rhode Island. A
 2 friend of mine's a petition-gatherer in Massachusetts,
 3 Alex Arsenal (phonetic). He's still contracted with
 4 us now under Rocky Independent. I just hired his
 5 company and let him do it. Michael Alexander, who you
 6 spoke to this weekend works with him.
 7 **Q. Oh, okay.**
 8 A. He knew. Michael Alexander was technically
 9 working for me, too. But, you know, in Rhode Island
 10 he probably worked directly under Alex Arsenal so.
 11 **Q. Okay.**
 12 A. I would just subcontract out the job to answer
 13 your question.
 14 **Q. I didn't ask that and that's helpful actually.**
 15 **So for the Cruz work, you said that you had a contract**
 16 **directly with the campaign. Did you further**
 17 **subcontract out that work to other businesses?**
 18 A. Only one time. And I did it to Alex Arsenal for
 19 Rhode Island ---
 20 **Q. Okay.**
 21 A. --- and possibly Delaware. I've got to go look.
 22 I can't remember if we did Delaware or not.
 23 **Q. How about Senator Paul? Did you subcontract any**
 24 **of that? Oh, no. That was one that you were**
 25 **subcontracted?**

Page 67

1 A. I was subcontractor.
 2 **Q. Rocky as a Democrat, did you subcontract that to**
 3 **anybody?**
 4 A. No. No.
 5 **Q. Okay.**
 6 A. No. I always did it. I did it.
 7 **Q. You were subcontracted by that Shawn guy?**
 8 A. Shawn Wilmoth.
 9 **Q. Okay. Okay. So ---.**
 10 A. And the same thing with Santorum and all that.
 11 **Q. Santorum you didn't subcontract out?**
 12 A. No.
 13 **Q. Benezet did that work?**
 14 A. Yeah. Yeah.
 15 **Q. And how about the Rocky is an Independent, did**
 16 **you subcontract any of that out?**
 17 A. I did in a couple states. We always had people
 18 that we would send in to help. So I mean, you know,
 19 it wasn't like a complete sub-out. I've got
 20 petitioners I'm going to pay for most of the states we
 21 did.
 22 **Q. Okay.**
 23 A. Out of my own billings.
 24 **Q. So getting back to Cruz and the chronology, did**
 25 **the folks that you put on the ground in Illinois then**

Page 68

1 **move to Indiana to do the work?**
 2 A. Yes.
 3 **Q. And then they moved or some of them moved to**
 4 **Indiana. Some of them moved to Vermont?**
 5 A. No. I sent in like four people to Vermont. One
 6 originally and then after he had left, two more came.
 7 **Q. So you had people in Illinois and then some of**
 8 **them you moved to Vermont, and some of them you moved**
 9 **to Indiana, and they went right to those next states?**
 10 A. Everyone from Illinois went to Indiana. And then
 11 I brought in people from the Northeast who were
 12 already there to go into Vermont.
 13 **Q. Oh, okay.**
 14 A. Yeah. Vermont.
 15 **Q. And then from Indiana, did they move directly on**
 16 **to Delaware, Pennsylvania and Rhode Island?**
 17 A. No, they went to --- from Indiana, we went
 18 straight to Pennsylvania.
 19 **Q. Okay.**
 20 A. The timelines are almost I mean identical. And I
 21 testified this in Court, you know, I think
 22 Pennsylvania starts the 26th of January and ends the
 23 15th or something of February. Well, Indiana ends the
 24 26th of January. So it's like it's almost staggered
 25 perfectly.

Page 69

1 **Q. And how about Senator Paul? You went Illinois**
 2 **and then directly into Indiana?**
 3 A. Right.
 4 **Q. Your workers did?**
 5 A. Yes. Yes. And when I say Senator Paul, Senator
 6 Paul and Cruz, we can circulate for more than one
 7 candidate in those states.
 8 **Q. Okay.**
 9 A. So you can basically just stack the petition and
 10 do them all together. So they're basically a function
 11 of each other.
 12 **Q. Okay.**
 13 A. And we did have those.
 14 **Q. So in those states, do you have like two**
 15 **clipboards; one for Paul, one for ---?**
 16 A. No, we just stack the petitions.
 17 **Q. And Rocky is a Democrat, what was the order of**
 18 **those states?**
 19 A. He's a little different. We didn't get him until
 20 Indiana. We qualified a couple congressional
 21 districts for him. He was a secondary or tertiary
 22 client. We really didn't care --- not that we didn't
 23 care. We wanted to do a good job. But we weren't
 24 contracted to do a whole congressional. We were just
 25 basically doing cleanup is what we call it.

18 (Pages 66 to 69)

Page 70

Q. Okay.

A. You know, a few hundred signatures here, there or the other. And they liked us so much that they sent us to Wisconsin as soon as we were done. So we filed everything like the 15th of January. And then we went to Wisconsin for a couple of days, got that done. And then after Wisconsin, everyone kind of came into Pennsylvania. I told them to take a couple days off. And he was --- yeah, we started Pennsylvania.

Q. And then where did Illinois fall in that?

A. Illinois, I believe Michael Jennings or a couple of those guys collected some signatures for them. I'm not 100 percent. I'd have to go check.

Q. Okay.

A. If we did Illinois, it was during that --- it would've been before.

Q. And then how about Rocky is an Independent? Can you chronologize those, or were some of them going on at the same time, or when did those periods start for Independent? Anything like that?

A. I can give you a whole list, but off the top of my head it would be almost impossible. I basically began with Pennsylvania. That was the first state I went to.

Q. Okay.

Page 71

A. Because it was the hardest requirement. I mean we were looking at 30,000 signatures originally.

ATTORNEY ROSSI:

If I may interject? My personal experience with Rocky is he's a bit chaotic in his planning processes. It's like ---

A. Yes.

ATTORNEY ROSSI:

--- I think sort of the natural flow that other candidates would use signatures, Rocky just calls on the phone. I need people. You know, he does the same thing for lawsuits quite frankly. So the planning process is a bit chaotic for Rocky. So it's going to be more difficult to, I think provide a chronologic order for you with respect to Rocky.

BY ATTORNEY JOEL:

Q. Well, with that explanation, is that an accurate explanation of your dealings with Rocky De La Fuente?

A. I think that he's --- yeah. I think that there's a little bit of --- there's always a method to his madness. But I think we have less structure and less planning. We definitely agree with that ---

Q. Okay.

A. --- assessment.

Q. So in terms of the going out and collecting

Page 72

signatures, your folks may be, the folks working for Benezet may be in Pennsylvania collecting and you may get a call from the campaign say we need to get to South Dakota, and then they just run over to South Dakota. Is that the way it works?

A. Yes, that's how it's worked. Yeah.

Q. And that's been your experience with Rocky as an Independent this campaign cycle?

A. Yes, sir.

Q. And is that the same for all those states? I mean, we could plug in any two states they would be ---?

A. What we can do is I can take --- I'm sorry.

Q. Let me ask you generally then if you've got a better explanation. I mean I really don't want to try to come up with every permutation that people were here and then went there.

A. Yeah.

Q. Because we'll be here until the end of time.

A. Yeah.

Q. What I'd like to do is just get some sense was that consistent --- was that a consistent approach by Rocky De La Fuente as an Independent candidate in Benezet's dealings with him? Namely you would have --- Benezet would have folks collecting in any of the

Page 73

states that you listed. But then they may be redeployed to another state on a moment's notice depending on what was needed?

A. That's true, yeah.

Q. Okay. That's accurate?

A. That's very accurate.

Q. Okay.

A. And the way to get that list of states where we deploy to, we basically will just go and grab the timeline, the filing date requirements and I can say --- I can amend the record, you know, once the depositions are produced and say we did this.

Q. Why don't we do that either the break or this evening, since we're going to be back here tomorrow finishing up? Why don't we ---?

A. Produce that timeline.

Q. Yeah, look at that because I am interested in knowing out of the many states that were Independents, where those timelines fell, when they began, ---

A. Write that down to remind me.

Q. --- when they ended ---

ATTORNEY ROSSI:

Yeah, I will.

BY ATTORNEY JOEL:

Q. --- and how Benezet deployed its resources on

19 (Pages 70 to 73)

Page 74

1 **behalf of Rocky De La Fuente during that ---**

2 A. Sure.

3 **Q. --- time frame.**

4 A. Not a problem.

5 **Q. Now, did you personally collect signatures for**
 6 **Senator Cruz in any of those states?**

7 A. Yeah. Yeah.

8 **Q. I can't remember if you listed yourself as a**
 9 **person? Oh, you did.**

10 A. Yes.

11 **Q. So I don't have to ask that.**

12 A. Yeah, I enjoy collecting signatures ---

13 **Q. Okay.**

14 A. --- for my senator. It's a personal privilege, a
 15 way of respecting him. I wish that he was in the
 16 debate last night.

17 **Q. And you collected --- did you collect for Senator**
 18 **Cruz in all of those states that you listed?**

19 A. Yeah, I did.

20 **Q. Did you collect for Senator Paul in the two**
 21 **states that you listed?**

22 A. I did.

23 **Q. Did you collect for Rick Santorum in Indiana?**

24 A. I did.

25 **Q. Did you collect for Trump in Indiana?**

Page 75

1 A. I did not.

2 **Q. Did you collect for Rocky is a Democrat in the**
 3 **four states you listed?**

4 A. I did not. Yes. Yes. Yes, I did in every one.

5 **Q. And did you collect for Rocky is an Independent**
 6 **in the number of states you listed there?**

7 A. I believe. I mean I definitely collected a lot
 8 of signatures. I don't know if I actually was on
 9 record as collecting any. So when I would train
 10 someone, I would go collect their first like 20
 11 signatures with them.

12 **Q. Uh-huh (yes).**

13 A. Teach them how to do it. And I always gave each
 14 person I trained a lot of --- I wanted them to make
 15 money. So I was trying to help them as much as
 16 possible. So I probably collected, you know, 1,000
 17 signatures. But I don't know if I actually was on
 18 record as collecting any. I'd have to go look
 19 through. I'm sure I notarized a page or two. But
 20 yes, I did collect signatures.

21 ATTORNEY JOEL:

22 Mark that one next, please.

23 (Defendant's Exhibit 6 marked for
 24 identification.)

25 BY ATTORNEY JOEL:

Page 76

1 **Q. Mr. Pool, I'm going to show you what's about to**
 2 **be marked as it looks like Defendant's 6. Thanks.**
 3 **If you take a look at it. I've just got a couple of**
 4 **basic questions about it.**

5 A. Okay.

6 **Q. Am I correct that this is a nominating petition**
 7 **for Rocky De La Fuente as a Democrat in the**
 8 **Commonwealth of Pennsylvania?**

9 A. Yes, sir.

10 **Q. So those signatures that are below there are**
 11 **registered voters in the Commonwealth who signed this**
 12 **petition?**

13 A. To the best of my knowledge.

14 **Q. And it looks like it was notarized and the**
 15 **Affidavit signed by somebody in Pennsylvania?**

16 A. Carterstown, yep. Yeah, a Pennsylvania address.

17 **Q. Okay.**

18 A. And it was notarized in Allegheny County.

19 **Q. And this was some stuff that you produced. So am**
 20 **I accurate, this is some of the work that Benezet did?**

21 A. Yeah. This is --- any signature gathered for
 22 Rocky is a Democrat was done by our company.

23 **Q. Nobody else collected for Rocky as a Democrat in**
 24 **the Commonwealth?**

25 A. No.

Page 77

1 **Q. Okay.**

2 A. I would have gotten it if it was a volunteer or
 3 something, you know.

4 **Q. Okay.**

5 A. Yeah.

6 **Q. Let me see that for a second. Do you know**
 7 **whether or not --- do you collect any --- this looks**
 8 **like it's for Rocky De La Fuente. My question is did**
 9 **you collect any signatures for Rocky De La Fuente's**
 10 **delegates?**

11 A. No, he didn't want any.

12 **Q. He didn't want any?**

13 A. No. I thought it was kind of weird, but I didn't
 14 say anything. I told him what the purpose of the
 15 delegates were and he --- it's hard finding them I
 16 mean, it requires a lot of campaign resources and
 17 outreach and stuff.

18 **Q. So if we talk about --- we'll talk about this**
 19 **election cycle and your signature collections. You,**
 20 **Trenton Pool.**

21 A. Okay.

22 **Q. For Cruz, you talk about the progression of**
 23 **states. Did you follow that same progression? Did**
 24 **you go from Illinois to Indiana to, what was next,**
 25 **Pennsylvania?**

20 (Pages 74 to 77)

Page 78

1 A. Yes, I did. I had to go and like, you know, do
2 some farming in Vermont. And I never went to Rhode
3 Island, but I did have to take a trip to Vermont once
4 or twice. And then I had to go and, you know, go back
5 to Illinois a couple times. We had people in Illinois
6 that were in Indiana that had people in Indiana
7 simultaneously for some period of time.

8 **Q. Okay.**

9 A. I did a little bit more traveling than gathering.

10 **Q. Okay.**

11 A. But I was in that same time.

12 **Q. And when you were doing the traveling, let's talk**
13 **about the Cruz campaign first. Through all those**
14 **states, did you collect signatures or did you manage**
15 **or whatever it was you were doing at different**
16 **locations throughout the various states?**

17 A. Yeah. I collected signatures in every state I
18 listed.

19 **Q. Okay.**

20 A. Except for Rhode Island or Delaware.

21 **Q. And then within the states or within Illinois,**
22 **did you collect signatures in different locations**
23 **within Illinois?**

24 A. Uh-huh (yes). Sure.

25 **Q. And for Indiana, did you collect signatures in**

Page 80

1 Illinois.

2 **Q. And how about in Indiana? Did you stay in**
3 **different locations?**

4 A. Indiana, we had people in every congressional
5 district working simultaneously. And I personally
6 jumped around quite a bit. So yeah.

7 **Q. Did the people that Benezet had working in**
8 **Illinois, did they move around to different locations**
9 **to collect signatures?**

10 A. All the time, yeah.

11 **Q. Did they stay in different locations depending on**
12 **where they were collecting signatures?**

13 A. Yes.

14 **Q. How about in Indiana? Did they move around to**
15 **different locations?**

16 A. Not generally. We try to keep them all to one
17 area. So I'd give each person a congressional
18 district.

19 **Q. Okay.**

20 A. Let them get all the money and they make enough
21 money. And, you know, also they get to know the area.
22 It's really chaotic because you're switching up the
23 petition. And Indiana actually doesn't matter but.
24 Well, yeah, you'd have to have --- it's done by
25 congressional district there, too or county there.

Page 79

1 **different locations in Indiana?**

2 A. Of course.

3 **Q. And in Vermont, did you collect signatures in**
4 **different locations in Vermont?**

5 A. Not different. I was in pretty much one area.

6 **Q. Okay.**

7 A. But I did collect signatures.

8 **Q. Delaware, did you go to different locations?**

9 A. I didn't go to Delaware or Rhode Island.

10 **Q. Pennsylvania, you went to different locations?**

11 A. Yes.

12 **Q. Did you stay in different hotels at these**
13 **different locations or did you come back to one hotel?**

14 A. In Pennsylvania, I stayed in a few cities. I
15 think Harrisburg, Philly and Allegheny.

16 **Q. How about in Illinois? Did you stay in different**
17 **cities?**

18 A. Yeah, it was chaotic there. We didn't have the
19 whole state. So it was like, you know, we'd go to one
20 congressional --- it's all done by congressional
21 district there. Kind of like how you guys do it here
22 for the presidential delegates. And we would
23 basically jump to wherever there weren't a bunch of
24 petitioners because everyone just kind of hit the
25 street. My company wasn't the only one doing

Page 81

1 And the counties are part of a congressional district.
2 Meaning you qualify when you get 500 valid signatures
3 in each congressional district. So when they start
4 jumping out of that congressional district, we have to
5 make them do petitions and all that and it gets pretty
6 chaotic. So we keep them in one area to answer your
7 question.

8 **Q. How about in Pennsylvania? Did the people you**
9 **had on the ground in Pennsylvania, did they collect in**
10 **different locations?**

11 A. Not generally.

12 **Q. Okay.**

13 A. They all try to qualify one district.

14 **Q. Okay.**

15 A. But we did have some jumping around.

16 **Q. And you jumped around?**

17 A. I did. I was jumping around, yeah.

18 **Q. Rand Paul in Illinois, would it be the same as**
19 **Cruz in Illinois?**

20 A. Yes.

21 **Q. We're jumping around?**

22 A. Yes.

23 **Q. Staying in different locations?**

24 A. Yes.

25 **Q. Rand Paul in Indiana would be the same as Cruz in**

21 (Pages 78 to 81)

Page 82

1 **Indiana? It pretty much stayed to a congressional**
 2 **district?**
 3 A. Yes.
 4 **Q. But you jumped around?**
 5 A. We all --- well, yes. Yes.
 6 **Q. All right. Did others jump around, too?**
 7 A. Yes. Andy Jacobs probably the most because he
 8 did a lot of events. But generally not many others
 9 than Andy.
 10 **Q. Okay.**
 11 A. He did a lot of the gun shows and stuff so people
 12 --- he did a lot of gun shows and stuff where people
 13 come from all over the state. And so his signature
 14 collection will show that he jumped around. And he
 15 did jump around a lot.
 16 **Q. Rocky in Wisconsin as a Democrat, I can't**
 17 **remember if I asked you this. But did you collect**
 18 **signatures there?**
 19 A. I did not go.
 20 **Q. Did the people that you deployed there, did they**
 21 **jump around in different parts of the state?**
 22 A. They worked one congressional district. I don't
 23 know the name, but it's the city of like Wausauwee or
 24 something. Some type of W.
 25 **Q. Okay.**

Page 83

1 A. Northern city. It's like Wausau.
 2 **Q. How about Rocky as a Democrat in Indiana? Did**
 3 **you collect for him there?**
 4 A. Yeah.
 5 **Q. And did you jump around?**
 6 A. Yeah. I collected in probably five or six of the
 7 districts.
 8 **Q. Did you stay in different locations with that**
 9 **jumping around?**
 10 A. Yeah.
 11 **Q. How about the other folks who you deployed? Did**
 12 **they jump around for Rocky as a Democrat?**
 13 A. Yeah.
 14 **Q. And did they stay in different locations?**
 15 A. Yes.
 16 **Q. In Pennsylvania, Rocky as a Democrat, did you**
 17 **collect signatures?**
 18 A. I believe I did.
 19 **Q. And did you jump around to different parts of the**
 20 **Commonwealth to do that?**
 21 A. No. We pretty much stayed in Allegheny for
 22 Rocky.
 23 **Q. And the other folks you deployed also pretty much**
 24 **stayed in Allegheny for Rocky?**
 25 A. Yeah. I think that's where most of the

Page 84

1 signatures came from for Rocky.
 2 **Q. Did you jump around hotels within Allegheny**
 3 **County or did you stay in the same hotel?**
 4 A. No, I stayed. I had a house. I stayed at a
 5 house.
 6 **Q. How about the other folks who you deployed?**
 7 A. Some of them stayed with me. But I tried to get
 8 as many of them out of the house as possible. So we
 9 put them in hotels. I'm sure you all see why.
 10 **Q. How about Rocky as a Democrat in Illinois? Did**
 11 **you collect signatures for him there?**
 12 A. I didn't. I think Michael Jennings did, but I'd
 13 have to go and ask him. And I think William Wright
 14 might have. There's two people that I left in
 15 Illinois because they were doing such a good job.
 16 **Q. Okay.**
 17 A. And I think that they ended up picking up the
 18 petition because they needed some signatures. And I
 19 can't remember how it went down, but I remember being
 20 asked.
 21 **Q. Do you know whether or not those folks or whoever**
 22 **else you deployed in Illinois for Rocky as a Democrat,**
 23 **did they jump around to different parts of the state?**
 24 A. If there were any, I'm sure they jumped around.
 25 **Q. And did they stay in different hotels when they**

Page 85

1 **were jumping around?**
 2 A. Always in different hotels, yeah.
 3 **Q. And for Rocky as an Independent in all of the**
 4 **states that you've listed, did you collect signatures**
 5 **personally?**
 6 A. Yes.
 7 **Q. And did you jump around in those states to**
 8 **different locations?**
 9 A. I did to the best of my knowledge.
 10 **Q. And did you stay in different hotels when you**
 11 **were jumping around?**
 12 A. Yeah. Yeah.
 13 **Q. And how about the other folks who Benezet**
 14 **deployed to those states for Rocky as an Independent?**
 15 **Did they jump around those states to collect**
 16 **signatures?**
 17 A. Yeah.
 18 **Q. And did they stay in different hotels when they**
 19 **were jumping around?**
 20 A. Yes.
 21 OFF RECORD DISCUSSION
 22 ATTORNEY JOEL:
 23 I'll mark that one next.
 24 (Defendant's Exhibit 7 marked for
 25 identification.)

22 (Pages 82 to 85)

Page 86

1 BY ATTORNEY JOEL:

2 **Q. Mr. Pool, I'm showing you what's been marked as**
3 **Defendant's 7. Can take a look at that and when**
4 **you're ready, let me know.**

5 A. Yes, I'm ready.

6 **Q. Can you identify it for me?**

7 A. This is the agreement between us and Cruz
8 campaign.

9 **Q. Is that your standard contract that Benezet**
10 **created and ---**

11 A. Yeah.

12 **Q. --- contracted with the Cruz campaign?**

13 A. Yeah. This is a pretty typical contract. This
14 one has a lot of amendments, I believe. What
15 amendment did we give to them? Do you know? Oh,
16 okay. I thought we were on like amendment U with
17 them. It doesn't matter. Yeah, this is a typical
18 contract.

19 **Q. And did you use the same form contract for ---**
20 **strike that.**

21 **How does it work? Is there one contract with**
22 **Cruz and then for every state there's an amendment**
23 **that talks about that state what you're going to get,**
24 **how much you're going to get paid?**

25 A. My fiancée does it. She's a contract lawyer.

Page 87

1 Man, I don't know what she's doing but it seemed
2 pretty cool. I like that amendment process. Yeah. I
3 thought it was pretty cool. I mean, that's a
4 professional way of doing it. So in a perfect world,
5 that's how I would do all these clients. Rocky didn't
6 happen that way.

7 **Q. Am I correct that 2016 was the first time that**
8 **Benezet operated in terms of working a presidential**
9 **campaign?**

10 A. Yeah.

11 **Q. And I may have asked this, but if not --- if so,**
12 **I apologize. If not, let me ask it now. The**
13 **campaigns you've talked about, the collections you've**
14 **talked about, that's all that Benezet has done?**

15 A. Yeah.

16 **Q. There haven't been any municipal elections,**
17 **gubernatorial elections, things like that that you've**
18 **done?**

19 A. No, I've done some municipal elections.

20 **Q. Benezet?**

21 A. Under Benezet, yeah.

22 **Q. Talk about those.**

23 A. City councilors in Kyle, gotten two elected.
24 I've done a --- we took fluoride out of the water in
25 San Marcus.

Page 88

1 **Q. Kyle is in Texas?**

2 A. Kyle, Texas. It's a city.

3 **Q. Damon Fogley and a guy named Travis Mitchell.**

4 **And then we did a --- we fought a \$20 million animal**
5 **shelter in Pflugerville, Texas. Won that one. And**
6 **we've done about three or four other things, you know,**
7 **small things here and there.**

8 **Q. Okay.**

9 A. Bonds and stuff like that.

10 **Q. I'm sorry?**

11 A. Bonds and stuff like that. And then we also have
12 done a --- I don't consider Don Zimmerman as part of
13 Benezet. He never wrote Benezet a check. He didn't
14 even know the name of my company until after we were
15 elected. But what else did we do? We helped defeat
16 --- I can come back and give you a list of that stuff,
17 too.

18 **Q. Has all of that --- strike that.**

19 **Has the only work that Benezet has done out of**
20 **state been in the 2016 presidential arena?**

21 A. Yes.

22 **Q. So Benezet hasn't done work for a gubernatorial**
23 **race in Missouri, for example?**

24 A. No.

25 **Q. Or Senate race in California?**

Page 89

1 A. No.

2 **Q. Or a ballot initiative in Oregon?**

3 A. No. Not Benezet.

4 **Q. And again, we will talk about what you've done**
5 **pre ---.**

6 A. Yeah.

7 **Q. But right now, I'm just focused on Benezet.**

8 A. Yeah. We did a congressional candidate CD21 to
9 Todd Phelps cycle.

10 **Q. And where was that?**

11 A. CD21 is like San Antonio up to Austin over to
12 Fredericksburg.

13 **Q. So Texas again?**

14 A. Texas.

15 **Q. Okay.**

16 A. And then, you know, I think that's pretty much
17 it.

18 **Q. Let's talk about Pennsylvania. When you're**
19 **collecting signatures for Cruz in Pennsylvania, for**
20 **example, did you work with any of the Cruz --- folks**
21 **who wanted to be delegates for Cruz?**

22 A. Yeah, we did. We're in contact with the
23 campaign.

24 **Q. Is that where you got your witnesses from?**

25 A. Sometimes, yeah. It depends. I mean we had ---

23 (Pages 86 to 89)

Page 90

1 well, yeah. Sometimes.

2 **Q. Why did it depend?**

3 A. It just depended on, you know, where we were.
4 They wanted five congressional district delegates
5 originally. And I had enough people to do that. We
6 had some manpower that were in state. And I'd sourced
7 enough people at that point for the Rocky De La
8 Fuente. They came a week after Rocky. So Rocky
9 contracted this within a day or two of the lawsuit.
10 It was like the 27th, 28th, 29th of January.

11 **Q. Okay.**

12 A. And then we got contracted by the Cruz campaign
13 almost a week after that. So the clock was ticking.
14 You know, I couldn't do the whole state. And also I
15 sourced some Republican people that wanted to work for
16 Rocky. There were outsourced Republicans. So we used
17 some of those people and we tried to get the five
18 districts they wanted. And then we had a couple, I
19 think like one of the districts we had one witness who
20 was ready. He was already going door to door and
21 getting everything. So all we needed was manpower and
22 circulators to help him.

23 **Q. Were you able to get the delegates signed up?**

24 A. Most of them.

25 **Q. For all five districts?**

Page 91

1 A. No, not all of them.

2 **Q. How many of them?**

3 A. Whatever Bucks County is, we definitely could not
4 get that done. Our witness there was probably
5 mentally insane. I'm not sure what her problem was,
6 but Michael Alexander who you spoke to I'm sure he
7 could tell you what exactly happened. I mean, she was
8 talking to herself at the door with the ---.

9 **Q. Where did you find her as a witness?**

10 A. On Craigslist. And then Andy Jacobs and the
11 Masons and a few other people, they basically got the
12 rest of the stuff done. We did three districts to
13 answer your question.

14 **Q. Okay.**

15 A. Three districts.

16 **Q. What happened in the fifth district? You got
17 three. You got the Bucks County district. What
18 happened to the fifth one?**

19 A. The Bucks County one. Oh, okay. So the other
20 one was, I think we just, I just told the campaign at
21 that point, after we had the issues with the witnesses
22 and there was an issue with just mobilizing people and
23 getting them to move around, the delegates, Vonne
24 Andring who I think he should have stuff between me
25 and her. She was her campaign person. She provided

Page 92

1 me a list of people's names. I had a list of --- the

2 Rand Paul campaign like reached out to me after that
3 lawsuit. There was like an article written. Some guy
4 gave me a list of every Rand Paul delegate and helper.

5 So I utilized that, tried to find Cruz people. We
6 were told basically to go fly a kite. We exhausted
7 every opportunity we could to go and get witnesses.

8 And unfortunately, we were falling short. And no one
9 wanted to move around. You know, no one has the time
10 and --- the time necessary to go and just travel
11 around with other petitioners to go get signatures.

12 So I told the Cruz campaign I can only do two
13 districts and we ended up getting them in three.

14 **Q. Okay.**

15 A. So we dropped one of them. I don't know which
16 one it was.

17 **Q. Okay.**

18 A. It's probably on here though.

19 ATTORNEY JOEL:

20 Mark that one next.

21 (Defendant's Exhibit 8 marked for
22 identification.)

23 BY ATTORNEY JOEL:

24 **Q. I'm showing you what's been marked as Defendant's
25 8. Is that what you were talking about? The list**

Page 93

1 of ---

2 A. Yes.

3 **Q. --- Rand Paul ---**

4 A. Yeah, this one.

5 **Q. --- delegates ---**

6 A. Yes.

7 **Q. --- that might be able to help out as witnesses
8 for Cruz?**

9 A. Yeah, we did. I e-mailed all these guys and I
10 got the worst e-mail responses back. It's pretty
11 hysterical. Probably not appropriate for Court.

12 **Q. Okay.**

13 A. But yes, this is what I was talking about.

14 **Q. All right.**

15 ATTORNEY JOEL:

16 Why don't we take a break? It's about
17 ten of. Give you a chance to get your head together
18 for the next thing.

19 SHORT BREAK TAKEN

20 BY ATTORNEY JOEL:

21 **Q. Mr. Pool, one question that came to me over the
22 lunch break was in Pennsylvania when you're getting
23 the notarization requirement, that's done, the
24 signature occurs of the Pennsylvania resident and the
25 notarization happens both after all the signatures**

Page 94

1 **collected on that piece of paper; correct?**

2 A. Oh, yeah. Of course. Of course. Now, if
3 there's a typo or a dating error, it does happen. I
4 would say, you know, when I get a notarized piece of
5 paper, it's going basically in a folder that no one's
6 ever going to get back from me.

7 **Q. Okay.**

8 A. And I do a pretty thorough job of checking it,
9 but stuff does happen.

10 **Q. But that's the intent, is that the signature and**
11 **the notarization happens after you've collected all**
12 **your signatures?**

13 A. A hundred percent, yeah. We would not do
14 anything else or allow anything else to happen.

15 **Q. Okay.**

16 ATTORNEY JOEL:

17 There's three of them there.

18 (Defendant's Exhibits 9, 10 and 11
19 marked for identification.)

20 BY ATTORNEY JOEL:

21 **Q. I'm showing you what's been marked as Defendant's**
22 **9, 10 and 11. Take a minute. Take a look at them.**
23 **And when you're ready, let me know. Ten may be a**
24 **duplicate.**

25 A. Yeah, I think this is 10. I think that this is

Page 95

1 the same multi-one.

2 **Q. Is that the same one for Cruz for President?**

3 A. Yeah. I mean, I haven't gone through every word,
4 but it should be.

5 **Q. All right. Then take a look at 9. What's that?**

6 A. Nine is the contract I had with --- this is the
7 contract between me, Shawn Wilmoth for the Rocky De La
8 Fuente campaign.

9 **Q. That was Rocky as a Democrat?**

10 A. Rocky as a Democrat in the State of Pennsylvania.

11 **Q. Okay. And what is 11?**

12 A. It does say qualify Rocky De La Fuente for the
13 2016 Republican Primary ballot. Obviously that's
14 incorrect. But yes.

15 ATTORNEY ROSSI:

16 He's ambitious, he's not that ambitious.

17 A. Yeah. Yeah, I don't think he would fly there.

18 This is the agreement between me and client. This is
19 just a standard contract.

20 BY ATTORNEY JOEL:

21 **Q. Okay. So Defendant's 11 is just a template**
22 **contract?**

23 A. Yeah. Yeah.

24 **Q. And I ask because it looks like the last page,**
25 **there's something in there.**

Page 96

1 A. Oh, yeah. So this is actually a contract that I

2 was sending to Rocky for the Ohio. Originally me and
3 Rocky, for when he was running as an Independent, I
4 called about the money issue that I was still owed
5 from this contract, Shawn Wilmoth's contract. And I
6 contacted him after the Libertarian National
7 Convention. And he called me that night and he
8 contracted me immediately to do Ohio. So this was the
9 first.

10 **Q. Okay.**

11 A. This would be the first contract we executed and
12 then after that there was another amendment with a
13 bunch of states.

14 **Q. Okay. Okay.**

15 A. Does that make sense?

16 **Q. Yeah. So 11 was the contract between Benezet and**
17 **Rocky De La Fuente to collect signatures for him as an**
18 **Independent in Ohio to get on the general election**
19 **ballot?**

20 A. Yeah. And it makes sense that there's no line
21 there or his signature because we actually were
22 missing that. And I asked him. He sent it to me and
23 I didn't print it. I think it was a text message.

24 Anyway, I couldn't find it forever and we couldn't
25 make the actual amendment until we had the original

Page 97

1 thing that he'd executed. So we gave you the blank
2 one just ---

3 **Q. Okay.**

4 A. --- because that's all we had.

5 **Q. That's fine.**

6 A. And I do have one thing to add to the record ---

7 **Q. Sure.**

8 A. --- from the prior thing. I worked for the
9 Libertarian party this summer.

10 **Q. Okay.**

11 A. And I also worked for the Green party this
12 summer.

13 **Q. Okay.**

14 A. And I put them on a few different states each.
15 So that's something that needed to be amended.

16 **Q. Let's talk about that then. So did Benezet, was**
17 **it Benezet that had that work?**

18 A. Yes, sir. Benezet did it.

19 **Q. So Benezet had a contract with the Libertarian**
20 **party to collect signatures to get Libertarian**
21 **candidates or Libertarian party on ballots?**

22 A. Libertarian candidate, Libertarian --- well, the
23 Libertarian party in some states like Pennsylvania.
24 And then Libertarian candidates in other states like
25 Ohio.

25 (Pages 94 to 97)

Page 98

1 **Q. Okay. So what ---.**

2 A. And I only did three states. So if you want me
3 to answer that really quickly, I can.

4 **Q. Yeah, let's go into that. So what states did**
5 **Benezet collect signatures for for the Libertarians?**

6 A. Libertarian party we did the party petition of
7 Illinois and Pennsylvania. And we only did, we did a
8 small portion of the contract. So I was the
9 subcontractor. I was contracted by a subcontractor.

10 **Q. So there was a contractor who subcontracted to**
11 **somebody else, who subcontracted to Benezet ---**

12 A. That's correct.

13 **Q. --- to get some signatures?**

14 A. That's my belief, yes.

15 **Q. All right. And that was to get the Libertarian**
16 **party on the general election ballot in Illinois and**
17 **Pennsylvania?**

18 A. Yes, sir.

19 **Q. Okay.**

20 A. No, that was for Illinois. For Pennsylvania, I
21 was directly through the Libertarian National
22 Committee.

23 **Q. Okay.**

24 A. LNC. And then for Ohio, I was direct through the
25 LNC as well. And I had an exclusive for 5,000

Page 100

1 **Libertarian signature gathering effort?**

2 A. I subcontracted like two or three big
3 coordinators in Ohio. They were working on some
4 state-wide initiative orders. So I just, you know,
5 basically threw it to them. Saw how many signatures
6 they got. And I think they probably had, I think we
7 had about 20 circulators total for the Libertarian
8 party of Ohio. For Illinois, it was a little
9 different set up. I was basically given a 12,500
10 signature contract. I flew in or I drove in from Ohio
11 and found two pretty solid guys. Put them to work and
12 we ended up getting about 9,000 or 10,000 of the
13 signatures. The lady who contracted me got another
14 2,000. And then for Pennsylvania, I turned in about
15 1,500 signatures. And that was all done through a
16 hand full of people that I had working for Rocky and
17 other stuff.

18 **Q. So I just want to make sure I understand. So**
19 **Illinois, you subcontracted it to somebody else?**

20 A. To two individuals.

21 **Q. Okay.**

22 A. But I was like managing them and overseeing the
23 whole production so.

24 **Q. What two individuals were those?**

25 A. Rod McCulloch and Jon Zahm and their companies.

Page 99

1 signatures. And they were going to get the other
2 5,000 from volunteers. And that was for the
3 Independent presidential petition for the Libertarian
4 candidates.

5 **Q. Okay.**

6 A. Because they were running as Independents, not as
7 the party.

8 **Q. All right. And did you collect for any**
9 **candidates as well, or just for the party?**

10 A. Just for the --- we collected for Gary Johnson
11 and for William Weld. The Independent presidential
12 candidates --- we put them on as an Independent in
13 Ohio if that makes any sense.

14 **Q. Okay.**

15 A. Because the party petition requirement is so much
16 more it makes a lot of cost. It makes cost-effective
17 strategies to go after the Independent status. So you
18 know how many candidates. Does that make sense?

19 **Q. Uh-huh (yes).**

20 A. So it's 5,000 signatures versus 35,000.

21 **Q. And how about the Green party? Where did you**
22 **collect? Where did Benezet have contracts to collect**
23 **for the Green party?**

24 A. In Pennsylvania, Virginia, Georgia and that's it.

25 **Q. And how many people did Benezet deploy for the**

Page 101

1 I think one's Victory Research and the other one's
2 Goliath Slayer Communication.

3 **Q. And then the Pennsylvania Libertarian, who did**
4 **you use to collect those signatures?**

5 A. That was my company. I used a handful of guys.
6 And I'm going to get you that list tonight.

7 **Q. And then for Ohio, did I hear you right that you**
8 **subcontracted that work out to somebody?**

9 A. I did. I did. And when I subcontract, I do a
10 very particular way. Like I'm sourcing people, too.
11 So I'll put up ads or whatever and find petitioners
12 and I send them to my guys. So they'll make the deals
13 off. But I'm helping them get the job done. And my
14 intent was to always go and do the whole State of Ohio
15 myself personally. But it was at that time that I got
16 contracted by Rocky. And it just made the most sense.
17 So I guess I'm saying that defensively in case anyone
18 like reads this deposition. But we did subcontract it
19 out. And we subcontracted Brian Meader (phonetic)
20 who, I can't remember his company. It's a real weird
21 name. It's like Jack Services Sunset Services, LLC.
22 And that's in my discovery today. And then also
23 another person named --- he didn't do much work. I
24 can't remember his name.

25 **Q. Okay.**

26 (Pages 98 to 101)

Page 102

1 A. I'll find it.

2 **Q. And were you able to collect signatures in**
 3 **Pennsylvania?**

4 A. Me personally I did not.

5 **Q. Okay.**

6 A. I didn't sign off on any affidavits.

7 **Q. But the people who you sent out, were they able**
 8 **to collect?**

9 A. Oh, yeah.

10 **Q. Okay.**

11 A. Yeah. We got 1,500 signatures ---

12 **Q. Okay.**

13 A. --- for the LP and about 4,500 for the Green
 14 party.

15 **Q. And for the --- staying on the Libertarian party,**
 16 **that was this, it was 2016 ---**

17 A. Yes, sir.

18 **Q. --- that that happened?**

19 A. Yeah.

20 **Q. And was there an in-state witness requirement on**
 21 **that collection?**

22 A. There wasn't.

23 **Q. Was there a notarization requirement on that**
 24 **collection?**

25 A. There wasn't.

Page 103

1 **Q. Was there a can't sign two permit on that?**

2 A. There was not.

3 **Q. For the Green party, you said you went to**
 4 **Pennsylvania, Virginia and Georgia. Pennsylvania, did**
 5 **Benezet do that work itself?**

6 A. Yes.

7 **Q. Who did you deploy there to do that?**

8 A. I'm going to give you that list tomorrow.

9 **Q. And were those signatures --- did you have the**
 10 **in-state requirement for those signatures?**

11 A. Yes. No. No, we did not.

12 **Q. Okay.**

13 A. No.

14 **Q. With the notarization?**

15 A. No. We did not have that requirement either.

16 **Q. And how about the requirement of two people not**
 17 **being able to sign? Or one person not being able to**
 18 **sign two or more petitions?**

19 A. We did not.

20 **Q. Virginia, did Benezet do that or did you**
 21 **subcontract?**

22 A. Bob Lynch has worked with me a lot. He said he
 23 wanted to do it. And it was an Election Day only type
 24 of deal. And I subcontracted out technically to allow
 25 him to do the whole thing. I think he got 300

Page 104

1 signatures. They wanted 1,000. They were pretty non-
 2 plussed with his output. So they ended up basically
 3 pulling it and giving it to someone else.

4 **Q. How about Georgia? Did you subcontract out or**
 5 **was that Benezet?**

6 A. I did subcontract it out, but I did do the work,
 7 too. So I subcontracted it to Derrick Lee who had
 8 worked with me a lot or worked with Rocky a lot, the
 9 cycles. So he was doing Rocky there.

10 **Q. Now, when you were collecting for Cruz in**
 11 **Pennsylvania, were you collecting signatures for Cruz**
 12 **and also his delegates? Delegates only? Cruz only?**
 13 **How was that?**

14 A. No, the plan was a delegate strategy plan. He
 15 wanted to have his delegates on the ballot. So we
 16 tried to get them as, you know, the District seemed to
 17 want its delegates in there.

18 **Q. And the 4,000 signatures you testified about**
 19 **getting, were those for his delegates?**

20 A. Oh, yeah. I mean like it's split up, you know.
 21 We probably got 1,500 for Cruz and then, you know,
 22 2,500 for the delegates.

23 **Q. And were you successful in getting these**
 24 **delegates done?**

25 A. Yeah, we got some. I think we got about ten on

Page 105

1 there. Between five and ten that my people helped
 2 personally fill.

3 **Q. Yesterday there was some --- I forget which**
 4 **witness it was frankly. There was some testimony**
 5 **about somebody witnessing. Kemit or something like**
 6 **that.**

7 A. Kemit, yes.

8 **Q. Kemit. Can you spell that for me?**

9 A. It's K-E-M-I-T. Like Kermit without the R.

10 **Q. Is that his first name or last name?**

11 A. That's his first name.

12 **Q. What's the last name?**

13 A. His last name is Wilson, I believe.

14 **Q. Okay.**

15 A. I'll double check that. I think it's in my phone
 16 but ---.

17 **Q. Am I correct that he was a witness for the Rocky**
 18 **Democratic collection effort?**

19 A. He was. Yes, sir; that's correct.

20 **Q. How did you find him?**

21 A. We found him --- we sourced him through I believe
 22 it was Gerald Bundy; he's a friend of Gerald Bundy or,
 23 you know, that's exactly how we found him.

24 **Q. And was Bundy, was he from Pennsylvania also, if**
 25 **I remember right?**

27 (Pages 102 to 105)

Page 106

1 A. Yes, he's from Philly.

2 **Q. Now, there was some discussion --- well, now let**
3 **me ask you this. Did you have a written contract with**
4 **Mr. Wilson to be a witness?**

5 A. No, I did not.

6 **Q. Did you have any paperwork back and forth with**
7 **him setting up the relationship with him?**

8 A. I had a contract, a verbal contract with Gerald
9 who worked for me, you know, a lot. And Gerald's the
10 one who sourced Kemit. And he told Kemit exactly what
11 me and Gerald had agreed to for all witnesses in this
12 state.

13 **Q. Okay. What was that?**

14 A. \$10 per hour. And it's written in our contract.
15 I'm getting into my cost that I billed the campaign.

16 **Q. I'm sorry, say that again?**

17 A. I'm giving them literally the cost that was
18 billed to the campaign.

19 **Q. Okay.**

20 A. So Rocky's campaign is paying me \$10 an hour.
21 I'm giving it directly to the witness who's following
22 around my people and helping.

23 **Q. Okay.**

24 A. Okay.

25 **Q. And it sounds like there was a dispute over**

Page 107

1 **payment with Mr. Wilson. What's your understanding of**
2 **that?**

3 A. Well, I was there so I understand it to be the
4 guy basically tried to change the deal after the fact
5 and refused to notarize the signatures we needed to
6 get him on the ballot. I mean, you're talking about
7 700 signatures or so. Basically we wouldn't have
8 qualified Rocky if there was a challenge or anything
9 without paying this guy the extra money he asked for.

10 **Q. So why did he think he was deserving of more**
11 **money?**

12 A. It happens a lot. Just people get greedy and
13 they realize how important their role is in the
14 process. And they start asking for more.

15 **Q. What was his basis for saying it? Did he say he**
16 **worked more hours? I mean, if there's an hourly rate,**
17 **how did he come up with that I'm owed this?**

18 A. He just said that that's what he thinks it's
19 worth.

20 **Q. Did you ever consider paying any of your**
21 **witnesses a per signature fee?**

22 A. I wanted to actually. I didn't. And I told
23 Shawn that. I said I think that, you know, if we
24 charged \$1 per signature rate, it'll come out to be,
25 you know, probably the same price. And it actually

Page 108

1 ended up being less the way Shawn proposed it; the \$10
2 per hour. You know, I want to make sure that they're
3 all there also. I could see people saying yeah, I'll
4 just go get them and I'll sign off on them. I don't
5 want anything like that to happen. So I think the per
6 hour thing maybe is better. You know, these guys are
7 all independent contractors. They're just going to do
8 what they do anyway. But I wanted to make sure that
9 the plan was in place to make sure the best business
10 practices were followed.

11 **Q. Okay.**

12 A. And I thought that the hourly rate, after talking
13 to Shawn, might have been the smarter strategy.

14 **Q. And why is that?**

15 A. For those reasons; making sure the person
16 actually shows up to the job and not trying to pull
17 some, you know, shoddy --- I don't know, doing
18 something that's not correct.

19 **Q. So were you actually there on the collecting with**
20 **Mr. Wilson?**

21 A. No, I was not there.

22 **Q. Okay.**

23 A. I was there at the turn in to get his stuff
24 notarized.

25 **Q. Oh, okay.**

Page 109

1 A. To write him his check.

2 **Q. Did you end up resolving that with him?**

3 A. I did.

4 **Q. What did you end up giving him?**

5 A. I gave him a few hundred dollars extra. We
6 settled about half.

7 **Q. Okay.**

8 A. By the end of it, he probably got \$300 or \$400
9 extra.

10 **Q. Since Benezet has been up and running in 2014,**
11 **has it been profitable?**

12 A. In 2014, no. But it has been this year.

13 **Q. So 2016 you'll be profitable?**

14 A. Yeah, I'll be profitable this year.

15 **Q. 2015, you didn't do any work?**

16 A. Didn't do any work under Benezet.

17 **Q. And 2014, you just started out?**

18 A. Yeah. We're baby.

19 **Q. Okay.**

20 ATTORNEY JOEL:

21 Can you mark that one, please? Okay.

22 I'm not sure if that's supposed to go with something
23 else or what. That's the way it came to us sort of
24 after another e-mail.

25 (Defendant's Exhibit 12 marked for

Page 110

1 identification.)

2 BY ATTORNEY JOEL:

3 **Q. So can you just tell me what that is?**

4 A. This is the amendment for Rocky De La Fuente's
5 contract. I think number ten in there. This would be
6 the amendment for number ten.

7 **Q. So if it's not number ten, whatever the contract**
8 **we just looked at for Rocky De La Fuente, this is the**
9 **amendment?**

10 A. Sure. Yeah.

11 **Q. That added all those states?**

12 A. Yeah. And I believe the contract was for Ohio.
13 So then we said okay, well this is now going to amend
14 the Ohio agreement and then add all these other
15 states.

16 **Q. Okay.**

17 A. And then this was, after this everything became a
18 verbal basically because we were just moving too
19 crazy.

20 **Q. And was this for him as an Independent?**

21 A. Yeah.

22 **Q. Correct? Okay. What do you mean when you say**
23 **you're moving too crazy?**

24 A. Well, I mean like we're just, you know, I didn't
25 have time to go and sit with my contract lawyer and go

Page 111

1 and like read the by stuff and then get his signature
2 because, you know, by this time we're halfway through
3 the cycle. Deadlines are looming. You know, we're
4 just, we're literally just become a nomadic band of
5 petition gatherers and throw them into the next state.
6 Make sure we see what we can get on the ballot.

7 **Q. This nomadic existence that you and your people**
8 **had, did that --- when did it start?**

9 A. It started basically after Pennsylvania.

10 **Q. So after the Pennsylvania Democratic deadline?**

11 A. No, after the Pennsylvania Independent deadline
12 we became pretty chaotically moving about trying to
13 get stuff done.

14 **Q. Okay. And was that August?**

15 A. Yeah. I think it was August 1st deadline.

16 **Q. August 1st. Okay. So from August 1st through**
17 **when were you and your folks nomadic?**

18 A. Pretty much until about two weeks ago.

19 **Q. And describe what you mean by nomadic?**

20 A. We're just like, you know, I went from
21 Pennsylvania into Ohio. We had eight days to get it
22 done. Then we got contracted. We got the
23 Constitution party. Actually, they contracted us
24 there, too. I didn't tell you that. That's another
25 amendment. Darrell Castle. You know, so we had eight

Page 112

1 days to go get the 10,000 signatures or so we needed.

2 And, you know, get it done. And then after that we're
3 like okay, great. And then we get called to come to
4 Pittsburgh. So we all move to Pittsburgh. Okay,
5 great. Go get that done. You know, what else do got?
6 Alabama, Virginia, Kentucky, you know, Georgia. Some
7 of the people came in from working for Alex in
8 Connecticut and Massachusetts. So people just kind of
9 running all over.

10 **Q. Okay.**

11 A. That's what I meant.

12 **Q. And after the primary in Pennsylvania, did you**
13 **guys continue collecting signatures in other**
14 **locations?**

15 A. After the primary in Pennsylvania we're pretty
16 much done. After the primary date or after the
17 Pennsylvania primary collection window?

18 **Q. After the collection window.**

19 A. After the collection window, I think we still did
20 a couple things but I can't recall.

21 **Q. Okay.**

22 A. I don't know what we --- I think actually we were
23 done. We're done. I remember we're done.

24 **Q. Is that because there was --- I mean, were there**
25 **other ---.**

Page 113

1 A. There's no ---.

2 **Q. Were there other drives to do?**

3 A. After that, the only thing really left is Rhode
4 Island delegates. And the Rhode Island delegates need
5 like 1,000 signatures between the two congressional
6 districts. It's pretty easy. At that point everyone
7 --- all the Republican Party people are helping anyone
8 but Trump. So they need to spend money on this.

9 **Q. And how about for the Independents? When do**
10 **those start up?**

11 A. The Independents start up ---.

12 **Q. What was the earliest startup date?**

13 A. Actually, some of them started right around then.

14 **Q. Oh, okay.**

15 A. So I could have actually theoretically began
16 circulating at the same time. I could have started
17 circulating for the Libertarians probably at the same
18 time that we had turned in for Ted Cruz. I believe
19 that I could have gone straight into doing that.

20 **Q. Okay.**

21 A. I'll look at the timeline and see.

22 **Q. If you had a contract?**

23 A. Yeah, if I had a contract. Yeah.

24 **Q. So there's work to be done in various states for**
25 **other, for Libertarians, Greens, Constitution, ballot**

29 (Pages 110 to 113)

Page 114

1 initiatives.

2 A. There's work, yeah. It's just fighting over,
3 figuring out who's going to hire you to do it.

4 **Q. Okay.**

5 A. Yeah. And, you know, it's human inertia, too. A
6 lot of these guys don't even look at getting it done
7 until the last two weeks. So try getting a contract
8 from a Libertarian until they need it. It's kind of
9 hard.

10 **Q. When you're going to all of these states, the**
11 **cycle 2016, are you driving to them? Are you flying**
12 **to them? What's your mode of transportation?**

13 A. We do all of it. You know, fly, drive, train.
14 Pretty much however we have to get there. No boats.
15 But, you know, I'm sure it's not out of the question.

16 **Q. Now, from 2014 through 2016, let's take that**
17 **chunk of time. Not Benezet-related work or Benezet**
18 **contracted work, but Trenton Pool individual work.**

19 A. Okay.

20 **Q. What did you do?**

21 A. We put some candidates on the ballot for Supreme
22 Court of Texas. Probably the first thing we did.

23 **Q. And when was that?**

24 A. 2014. Early 2014. Actually, we might have
25 already filed them. That was probably 2013.

Page 115

1 **Q. And that was?**

2 A. So you didn't ask that. I won't, I'll say we
3 didn't do them. But I was working on my dad's
4 campaign.

5 **Q. Okay.**

6 A. He was running for Supreme Court. That was
7 probably the first thing we did in 2014.

8 **Q. Okay.**

9 A. Then after that it was I left my dad's campaign
10 to go and I raised about \$30,000 to go and take out a
11 congressman, take down a congressman from getting re-
12 elected. Helped stop a congressman from being re-
13 elected.

14 **Q. Okay.**

15 A. That would be a more appropriate way.

16 **Q. How did you do that?**

17 A. We basically put together like a campaign
18 strategy, executed a campaign plan. You know, like
19 general political consulting stuff.

20 **Q. Okay.**

21 A. Signs, you know, mailers, phone calls.

22 **Q. With regard to the Supreme Court, were you out**
23 **collecting signatures for that?**

24 A. I did collect signatures for my dad and two other
25 candidates.

Page 116

1 **Q. And two other candidates. Were you paid for**
2 **that?**

3 A. I was paid. Dad didn't pay me. He was supposed
4 to. I got paid by, you know, I probably made like
5 \$5,000 or so. \$10,000. I can't remember the total.
6 I was supposed to make more, but the donors' checks
7 didn't matriculate as we were planning. So a lot of
8 the money didn't come. We were all kind of just
9 sitting there twiddling our thumbs like, what do we
10 do?

11 **Q. So that might have been 2013 or '14. But that**
12 **was something you, Trenton Pool, did outside of**
13 **Benezet?**

14 A. Yeah. Yeah.

15 **Q. Okay.**

16 A. Yeah.

17 **Q. Did you bring anybody in to help you out or did**
18 **you just do that yourself?**

19 A. Jake Witmer came down to help with signature
20 gathering. He also helped run dad's campaign. He
21 lived with my parents for like six months.

22 **Q. Was that six months in 2013 or '14?**

23 A. Probably a month or so in '13. And then four
24 months or so, five months in '14.

25 **Q. Okay.**

Page 117

1 A. 'Til the primary, whatever the date was. It may
2 have been four or five months. I can't remember.

3 **Q. So you collected signatures for your father's**
4 **campaign for Supreme Court and two other candidates.**

5 A. And then there was probably a handful of others
6 that we picked up along the way, you know. So a guy
7 would say hey, I need signatures, too. I see you guys
8 are collecting. Will you go get me 100? We'll go get
9 them 100 signatures.

10 **Q. And this is for that same Supreme Court race?**

11 A. No, they're running for like District Judge.

12 **Q. Okay.**

13 A. They're running for, you know, dog catcher.
14 Whatever it was.

15 **Q. Okay.**

16 A. So there's probably about six or seven other guys
17 and I don't know their names, all of them.

18 **Q. Okay. Was that in 2014?**

19 A. That was 2014.

20 **Q. But all those efforts were in Texas that you did?**

21 A. All of them in Texas, yeah.

22 **Q. How about any others in 2014 that Trenton Pool**
23 **did in terms of collecting signatures?**

24 A. Just collecting signatures. There wasn't
25 anything else.

30 (Pages 114 to 117)

Page 118

Q. Okay. How about in 2015? Anything that Trenton Pool did to collect signatures in 2015?

A. Actually, sorry. 2014 was the Equal Rights Ordinance. So we ended up doing that in like July.

Q. Okay. That was in Texas also?

A. Yes.

Q. Okay.

A. In Houston.

Q. Okay. Anything else in 2014?

A. I think that's it.

Q. All right. How about 2015?

A. 2015, the very end about I think like the late, late, late, late, it was probably like right at the --- it was November, December. I can't remember. I got to go look at the timeline. But I consider that all in this fiscal year because we really didn't do billing or any of that. It was like we got contracted technically in that year. But all the work was done in the '16 cycle.

Q. So in 2015, I just want to make sure I understand, Trenton Pool didn't collect signatures in 2015?

A. That's correct.

Q. In 2016, has Trenton Pool collected signatures other than for your work with Benezet?

Page 119

A. No, I was doing this under the Benezet name there. We also did an Uber lift. We helped recall a city councilor as an advisory role to source petitioners. I forgot to mention that, too. That's one thing we did in 2016 while we were doing all this other stuff.

Q. Did that involve signature collecting?

A. Yeah, it did.

Q. Okay. Where was that?

A. That was in Austin. It was a recall of Ann Kitchen. We sourced about 10 or 20 of the petitioners that they used to gather the 5,600, 6,000 signatures in the District.

Q. Was that Benezet?

A. That was probably, I can't remember. I think they wrote the check to Benezet. But it could have been my name on it. So I would just say either one.

Q. Okay.

A. You can say it's under me. That's fine.

Q. So anything else in 2016 where Trenton Pool was out collecting signatures other than for Benezet?

A. No, that's pretty much it.

Q. So now let's go back before the formation of Benezet in 2014. When did you first begin doing work as a signature collector?

Page 120

A. I started a long time ago with Jake. We were in Oregon.

Q. Can you give me a year?

A. I think it was 2006. I don't really recall. I believe it was whatever --- it must have been 2006 because that was the Libertarian National Convention of Oregon where we were.

Q. And what did you do in 2006 as it related to collecting signatures?

A. We worked for a petition company called Americans for Limited Government. It was run by, you know, some co-financed organization. I didn't know anything about gathering signatures other than it was kind of an interesting thing to me. And Jake was already there doing it. And I was supposed to meet up with this guy Jake because he was going to pay half of gas to drive from Oregon to Alaska where we both needed to go. So he asked me if I wanted to work. I remember we made, I made like \$3,000 or \$4,000 in a few days. So I thought it was pretty cool.

Q. Okay.

A. I was in college.

Q. I never asked you about your educational background. Tell me about that.

A. I went to school growing up in high school and

Page 121

then went to Baylor for a semester. Didn't like it. So I transferred to Alaska. They had given me part of the --- they have like a private fund dividend that they give people that go to all the schools. And so it was super cheap and I had made like a 1,400 SAT, 1,300-something SAT. So they gave me a scholarship to Baylor. And then I went to Alaska and they gave me a good deal. And then I transferred to SMU because I mean there's not much money in being a park ranger, you know.

Q. What was your degree in?

A. My degree was in business and geology. A little bit different.

Q. And when did you get your degree?

A. I got my degree in 2010.

Q. So 2006 was your first signature gathering for money?

A. Yeah. That was the first time I ever did it.

Q. And that was for Americans for Limited Government in Oregon?

A. Yes.

Q. What time of year was that?

A. It was in the summer, early summer.

Q. Did you do any other signature collecting in 2006?

31 (Pages 118 to 121)

Page 122

1 A. I might have. We had a --- when we got to Alaska
2 we started fighting a smoking ban. And it was
3 actually the first time I'd ever seen a petition drive
4 come from conception. And it left, you know, a
5 lasting impact on me. We raised about \$30,000 from a
6 bingo hall owner who installed all these smoke
7 extractors in his store. I believe I collected some
8 of the signatures before I left. I had to go back to
9 school at SMU. So we ended up actually referreing
10 successfully and putting it back to the voters to make
11 a question on the ballot. We ended up losing, but it
12 was still an interesting experience.

13 **Q. Any other signature collecting efforts in 2006?**

14 A. No, that would be it.

15 **Q. And both of those, were you paid for those?**

16 A. I don't think I took any money for the second
17 one. But the first one, yes.

18 **Q. How about in 2007? What signature collecting
19 activities did you ---?**

20 A. I don't know. I don't know what year it was.
21 Between 2006 and the time I graduated and we started
22 Benezet or started working as petition gatherer.
23 There wasn't many times I can like --- I know that
24 there were places that I was and I went in-between
25 summer breaks. But I don't know what years they were.

Page 123

1 **Q. So would it be fair to say that from 2007, 2010
2 it was sporadic?**

3 A. Sporadic, yeah.

4 **Q. Okay.**

5 A. If Jake testified, he probably --- because I was
6 working with either him or Andy Jacobs. And you'll be
7 probably both of them. If you haven't met Andy, he's
8 probably on the list.

9 **Q. Were those efforts, the sporadic efforts between
10 2007 and '10, were they --- were you paid for all of
11 them? Were you paid for some of them?**

12 A. I think Jake is the only one who didn't pay us.
13 I think Jake was the only one that didn't pay us. He
14 had an issue with --- didn't pay us. He didn't pay
15 us, yeah. But he had an issue with one of the clients
16 and like one of the --- the Proponent didn't pay him
17 or something. So we ended up all getting stiffed.
18 But we got paid as much as we could get paid, yes.

19 **Q. Were any of those signature sporadic gatherings
20 volunteer? And by volunteer I don't mean where you
21 didn't get paid because you got stiffed. I mean
22 volunteer like you wanted to do it ---**

23 A. Yeah.

24 **Q. --- even if you weren't expecting to get paid.**

25 A. I think we gathered some signatures. I don't

Page 124

1 remember. Probably not.

2 **Q. Okay. So in 2010, you graduated from college.**

3 A. Uh-huh (yes).

4 **Q. Yes?**

5 A. Yes.

6 **Q. Okay. Thank you. And is that when you decided
7 you wanted to be a professional signature gatherer?**

8 A. Not really. Just kind of, you know, the economy
9 was tanked. And I, you know, needed to do something.
10 And it was something I seemed to be pretty good at.
11 So I just kind of hit the pavement and started doing
12 it.

13 **Q. Okay.**

14 A. Make some money.

15 **Q. So in 2010, what issues or candidates or parties
16 did you collect signatures for?**

17 A. I'm not sure if I did anything immediately in
18 2010. I was pretty proactive about looking for work
19 in the geology field.

20 **Q. Okay.**

21 A. And I had been hired by a couple different people
22 to do some stuff. My dad's and oil and gas driller so
23 he had me working with him a lot.

24 **Q. Okay.**

25 A. But I know that between then and 2012, I started

Page 125

1 working. I did some work for Andy Jacobs, I believe
2 and Jake Witmer.

3 **Q. So let's take it. I'm trying to do this
4 chronologically so I can get a clean record and know
5 what's what. So in 2011, did you collect any
6 signatures?**

7 A. I wouldn't be able to recall, yeah.

8 **Q. Okay.**

9 A. I have no clue.

10 **Q. How about in 2012?**

11 A. 2012, yes.

12 **Q. So 2010, you're not sure. 2011, you're not sure.**

13 A. 2011 I am sure actually. I do know an example.

14 **Q. Okay.**

15 A. My dad ran for Supreme Court at that time, too.
16 So he's a perennial candidate they like to call him.

17 **Q. Okay.**

18 A. And he did ask us to collect the signatures. And
19 Jake helped us in that.

20 **Q. Were you paid for that?**

21 A. I was paid a little bit, yeah.

22 **Q. And that was within Texas I'm assuming?**

23 A. Yeah. Yeah.

24 **Q. Okay.**

25 A. And then we also in 2012, we went, I left dad's

Page 126

1 campaign to do possible work for Ron Paul. And the
2 work was supposed to be in Indiana but I couldn't make
3 Indiana. I came at the end of the Pennsylvania drive.
4 And I got to do some --- I started off volunteering
5 because I didn't know who to talk to. But Andy hired
6 me to do District --- one of the Districts in
7 Pennsylvania.

8 **Q. So let's talk about 2012. So you collected**
9 **signatures for Ron Paul.**

10 A. Yes.

11 **Q. Did you collect any other signatures for other**
12 **candidates, issues, parties, anything like that in**
13 **2012?**

14 A. No, not really.

15 **Q. So where did you collect signatures for Ron Paul?**

16 A. I collected predominantly, I mean I collected a
17 couple hundred for him in the Allegheny County area.

18 **Q. Of Pennsylvania?**

19 A. Yeah.

20 **Q. And what did you say about Indiana? You tried to**
21 **get there, but it didn't work out?**

22 A. Yeah. Dad's campaign was kind of like having
23 issues. And Jake was supposed to get set up there.

24 And so Jake was --- actually, Jake didn't come down in
25 2012. He came in and then left. And he went and

Page 128

1 **witness?**

2 A. We got teamed up --- I basically met the
3 delegates and then I worked with them directly.

4 **Q. Okay.**

5 A. But I mean, again, I probably got that like the
6 last week of the drive. I remember waiting around
7 trying to figure out who to talk to.

8 **Q. And I'm assuming that those signatures were all**
9 **notarized?**

10 A. They were, yeah. Everything was done notarized.

11 **Q. So you had a Pennsylvania witness; right?**

12 A. Uh-huh (yes). Yes.

13 **Q. Yes? All right.**

14 A. Yes.

15 **Q. And you had notary?**

16 A. Yes.

17 **Q. And you asked the questions to make sure you**
18 **weren't getting somebody who had already signed**
19 **somebody else's petition?**

20 A. Yes.

21 **Q. Where else did you collect in 2012, if anywhere?**

22 A. I'm sure there was more places. But I can't
23 remember. I believe the Libertarian stuff was before,
24 but I'm thinking now it probably was after that. And
25 I think we went to North Dakota in 2012. But it could

Page 127

1 gathered signatures. I actually went up and met Jake
2 and collected in Illinois, too. I remember that. I
3 stayed with him and we did some Libertarian Party work
4 as well.

5 **Q. And was that in 2012?**

6 A. Yeah. And then I was supposed to go to Indiana
7 after Illinois. I can't remember what happened.
8 Something fell through. It's all kind of --- I'd have
9 to look at the timeline about all this stuff, man.

10 **Q. Okay.**

11 A. It's a pretty long time ago.

12 **Q. But in any event, you did go to Pennsylvania and**
13 **collect signatures?**

14 A. I went to Pennsylvania, yeah.

15 **Q. Okay. And ---.**

16 A. Very small amount. I don't remember what it was.

17 **Q. Were you paid for those or no?**

18 A. I was a little bit. Andy probably knows exactly
19 what I was paid. I'm not exactly sure.

20 **Q. And you were hired by Andy Jacobs to collect**
21 **those signatures?**

22 A. Yeah, I was.

23 **Q. I'm assuming you had a witness with you?**

24 A. Yeah, we did.

25 **Q. Do you know how you got teamed up with that**

Page 129

1 have been 2013. It makes sense though because the
2 presidential cycle that we would have done North
3 Dakota in 2012. So we went to North Dakota sometime
4 in the summer.

5 **Q. And was that working for Andy Jacobs again?**

6 A. Andy Jacobs, yes.

7 **Q. And were you paid for those signatures?**

8 A. For Andy's? Oh yeah.

9 **Q. For the ones you collected in North Dakota and**
10 **Pennsylvania, were you paid per signature?**

11 A. Per signature? For the Paul stuff, yes. And for
12 North Dakota, yes. The Paul stuff was actually ---
13 they did that kind of that hybrid where they give you
14 your expenses. But I didn't have any. So I was like,
15 I didn't have that many. I had notarization expenses.
16 That was it.

17 **Q. Okay.**

18 A. Plus your signature costs. And then North Dakota
19 it was just signature, no expenses.

20 **Q. Okay.**

21 A. Actually, no. I think I did get expenses there,
22 too. I've got to look, man. I don't know how it all
23 worked out.

24 **Q. Okay.**

25 A. But it was a signature pay. That's how we

33 (Pages 126 to 129)

Page 130

1 reimbursed.

2 **Q. With the Benezet work for this year that Benezet**
3 **has done in Pennsylvania, did the notary --- I'm**
4 **sorry. Did the witness fee get passed on to whoever**
5 **the client was?**

6 A. No, not for Cruz.

7 **Q. Not for Cruz?**

8 A. For Rocky, it's in the contract that we ---

9 **Q. Okay.**

10 A. --- would pass that on.

11 **Q. So for the Rocky witness fee, when Rocky was**
12 **running as a Democrat in Pennsylvania, that \$10 an**
13 **hour was passed through to the Rocky campaign?**

14 A. It was passed to subcontractor.

15 **Q. Oh. Passed through to ---**

16 A. His contractor.

17 **Q. --- Shawn?**

18 A. Yeah. Yeah.

19 **Q. Okay.**

20 A. A deal, yeah.

21 **Q. And for the Cruz, did you quote a price that**
22 **would incorporate what that was going to cost you?**
23 **That witness fee?**

24 A. Yeah. I mean I did some arithmetic and figured,
25 you know, I had a pretty good idea what it would be

Page 131

1 considering the other stuff. But when I did Cruz's
2 --- like I told you before, when I did the Cruz bid, I
3 was, I assumed that I was only going to do the
4 districts that I had the people to do. So I was going
5 to use people. I wasn't going to go source witnesses
6 and everyone was circulated was going to be the
7 witness. Now, that didn't actually work out that way.
8 But that's pretty much what we had anticipated. So
9 the \$7, \$6.50 that I quoted him should have been able
10 to absorb some of it. But it's probably not, you
11 know, I'm probably lower than what anyone else would
12 have charged them.

13 **Q. And did I understand you correctly that when you**
14 **bid the Cruz work, you were, it was your thought that**
15 **you were going to do a limited amount of districts,**
16 **ones where you already had witnesses online to help?**

17 A. Exactly.

18 **Q. Okay. That was the plan?**

19 A. That was the plan, yeah.

20 **Q. Okay.**

21 A. Yeah.

22 **Q. And that didn't work?**

23 A. No, we had to move some of the guys around. So
24 we took like, you know, once someone moved, they'd
25 finished the district, we had to move them somewhere

Page 132

1 else to help go clean up. But yeah, I mean we were
2 able to get about three of the five we had originally
3 contracted for. And as I mentioned before, part of
4 that was because the witness and district date who,
5 you know, she spoke well and seemed really awesome and
6 nice, she ended up being however you want to say it.
7 I think pretty crazy.

8 **Q. Getting back to 2012 when you were doing it just**
9 **on your own or working for Andy Jacobs or somebody**
10 **else, you mentioned Pennsylvania and you mentioned**
11 **North Dakota. Any place else you collected signatures**
12 **for?**

13 A. Not that I remember.

14 **Q. And the collection in Pennsylvania was for Ron**
15 **Paul to get on the Republican primary ballot for**
16 **President, I assume?**

17 A. Yeah, that is true.

18 **Q. And the work you did in North Dakota for the**
19 **Libertarian party, was that to get them on the general**
20 **election ballot ---**

21 A. Yeah.

22 **Q. --- for President?**

23 A. Yes, it was. And we also did the Constitution
24 Party there. And a third party, it was kind of odd at
25 the time. It was brand-new. It was called Americans

Page 133

1 Elect. And that was all for Mike Arno.

2 **Q. And both of those, the Constitution party and**
3 **that American Select or Elect?**

4 A. Elect.

5 **Q. Elect?**

6 A. Yeah.

7 **Q. American Elect party, was that also to get that**
8 **party on the general election ballot for president?**

9 A. Yes, sir.

10 **Q. Did you do any work in 2012 signature gathering**
11 **that wasn't associated with a presidential bid?**

12 A. I don't believe so.

13 **Q. So we talked about Pennsylvania and North Dakota.**
14 **Any other states did you go to in 2012 to collect**
15 **signatures?**

16 A. I don't think so.

17 **Q. How about 2013? Trenton Pool as an individual?**

18 A. Just the stuff for the Supreme Court candidates.

19 **Q. And is that what you talked about before that may**
20 **have bled ---**

21 A. Yes.

22 **Q. --- into 2014?**

23 A. Yes. Well, the signatures are due in December of
24 that month. But the primary's not until a few months
25 later. So we roll into the campaign.

Page 134

Q. Okay.

A. So we're still helping and doing stuff.

Q. And that Supreme Court candidate, that was your father again?

A. Yes. But I was helping two others, I mean I did their signature gathering. I made it pretty clear I wasn't going to help dad's campaign. I didn't think it was appropriate. And, you know, it's hard to get along with your dad. You know, seeing him getting torn up. It kind of feels, you know, you just want to stay away from it. So Jake did most of that.

Q. Okay.

A. I went and helped Robert Talton mainly. He's a friend of mine. He was running for Supreme Court. So I kind of, you know, I was his little helper. And then they're doing, you know, I think we helped a few other people. I can't remember who. I don't know.

Q. Was that all in Texas though, that work in 2013?

A. Yeah.

Q. Did you do any other signature collection other than for that Supreme Court work in Texas in 2013?

A. No.

Q. And 2014 we already talked about. Do you do, for any of the folks who you subcontract with --- strike that. That's a bad one.

Page 136

Q. You have to say yes or no, please.

A. Yes, sir. They are.

Q. Did you ever --- did you or Benezet ever ask them to try to find more witnesses in Pennsylvania?

A. I think we did. I mean that's how I got a hold of Kemit was through Gerald Bundy.

Q. Okay.

A. So I told him what the deal, what the offer was and he sourced Kemit. And he, you know, I don't think he found any. I don't know what he did. I didn't think he --- they didn't do anything.

Q. How many people ---?

ATTORNEY ROSSI:

Can you speak up for the ---?

A. Yeah. Ed and Denise, they didn't do any --- I didn't ask him to help source them out.

BY ATTORNEY JOEL:

Q. You didn't ask him to do what?

A. I didn't ask him to help source anyone.

Q. And by that you mean to help find witnesses?

A. To help find, yeah, more registered ---

Q. Okay.

A. --- Republican or Democratic voters.

Q. Is Jacobs a registered voter?

A. I believe so.

Page 135

For any of the individuals who you contract with, that Benezet contracts with to go out and collect the signatures, whether it's Witmer or Jacobs or any of those folks, do you do any sort of a background check on them?

A. No.

Q. Okay.

A. I mean, no.

Q. Your complement of signature gatherers that Benezet uses, how did you find them all?

A. We find them from all over.

Q. Explain that to me.

A. It's word of mouth. People being sourced by other, you know, signature gathering companies, friends of friends, you know, people who have done it before. There's really not like that big of a barrier of entries. So anyone can become one in a sense. So we can also train them, which we did over the summer. We've trained a lot of people. And, you know, try to give everyone a chance.

Q. I noticed that a few of your folks at least are from Pennsylvania.

A. Uh-huh (yes).

Q. Jacobs, Mason, Mason and Bundy.

A. Uh-huh (yes).

Page 137

Q. Republican or Democrat?

A. I'm not sure.

Q. How about Mason, Ed?

A. He's a diehard Republican.

Q. Okay. How about Denise Mason?

A. Republican.

Q. And how about Gerald Bundy? Democrat, I'm assuming?

A. I don't know. I think he is.

Q. Let me ask you this. Jacobs is a Pennsylvania resident; correct?

A. I believe so.

Q. So Jacobs could have signed the affidavit. Why did Jacobs need a witness?

A. Jacobs need a witness?

Q. Or did he?

A. I don't know if he did. Where did he work? Did he work in --- I think he did sign the affidavit.

Q. Okay.

A. Yeah.

Q. And what about Mason? The Mason's? Did they work for you in Pennsylvania?

A. Yeah.

Q. I thought they did.

A. They did.

35 (Pages 134 to 137)

Page 138

1 **Q. So they didn't need a witness?**
 2 A. They signed the affidavit, too.
 3 **Q. And how about Mr. Bundy?**
 4 A. Bundy, I don't know what he, if he worked for me
 5 or not at that time. I've got to go and figure it
 6 out. He might have gone to Delaware and did Delaware
 7 or something. He lives in Delaware, too. So we have
 8 --- I don't know. I'd have to go see what he did.
 9 **Q. Okay.**
 10 A. Or ask him. But I don't know. I don't recall
 11 him. Actually no, he did. He collected signatures
 12 for Rocky.
 13 **Q. Okay.**
 14 A. Yeah, he did.
 15 **Q. So why did he need a witness or did he?**
 16 A. I think he signed off on his declaration.
 17 **Q. Okay.**
 18 A. I'm not sure though. I'd have to go look. I
 19 can't remember how it went down. The people from the
 20 state didn't need witnesses.
 21 **Q. Okay.**
 22 A. And I made sure. We basically went and looked
 23 everyone up who was planning on being a petition
 24 circulator or a witness. And we took --- we typed in
 25 their date of birth, county and their name to make

Page 139

1 sure. So we didn't do background checks, but we did
 2 look up to see if they were actually voting or not.
 3 **Q. Okay.**
 4 A. And if they were, then they were allowed to be a
 5 witness or sign up on their own decs as a petitioner.
 6 **Q. Right. They wouldn't have need a witness then.**
 7 A. Yeah. Yeah.
 8 **Q. They could have just signed their own**
 9 **declaration.**
 10 A. That would have saved money and time and a lot of
 11 energy.
 12 **Q. Have you begun any responding to proposals,**
 13 **request for proposals, bid work, anything like that**
 14 **for next year's election cycle, 2017?**
 15 A. I haven't. I haven't.
 16 **Q. And let me break it up. You as Trenton Pool?**
 17 A. Yeah.
 18 **Q. How about Benezet?**
 19 A. Neither one.
 20 **Q. All right.**
 21 A. I'm exhausted man. Go find a nice beach
 22 somewhere. I think that's my next priority.
 23 **Q. As it relates to the Cruz efforts in Pennsylvania**
 24 **--- strike that. Never mind.**
 25 ATTORNEY JOEL:

Page 140

1 Mark that one next. Thank you.
 2 Thirteen.
 3 (Defendant's Exhibit 13 marked for
 4 identification.)
 5 BY ATTORNEY JOEL:
 6 **Q. Mr. Pool, I'm showing you what's been marked as**
 7 **Defendant's 13. Take a look at it. Let me know when**
 8 **you're ready.**
 9 A. I'm ready.
 10 **Q. Can you turn towards the back of it? There**
 11 **should be something called a verification.**
 12 A. Where is that? Do you want to show me? What's
 13 the last?
 14 **Q. It might be the second to last page.**
 15 A. Okay. Is this it there?
 16 **Q. There it is.**
 17 A. Okay.
 18 **Q. Is that your signature?**
 19 A. Yes, it is.
 20 **Q. Okay.**
 21 A. Yeah.
 22 **Q. Mind if I look at it?**
 23 A. Yes. I remember we signed these whenever you met
 24 with me ---
 25 ATTORNEY ROSSI:

Page 141

1 Yeah.
 2 A. --- to talk.
 3 ATTORNEY ROSSI:
 4 I don't even remember when we did it.
 5 A. We did it at the Cromptons in Harrisburg.
 6 ATTORNEY ROSSI:
 7 Oh, yeah. I came up to you.
 8 A. Yeah, you came up and saw me.
 9 BY ATTORNEY JOEL:
 10 **Q. Let me ask you this before we get to this**
 11 **document. Any of the times that you've been in**
 12 **Pennsylvania collecting signatures, ---**
 13 A. Uh-huh (yes).
 14 **Q. --- have you ever been stopped, told to stop,**
 15 **anything like that, by anybody associated with the**
 16 **Commonwealth of Pennsylvania?**
 17 A. Stop gathering signatures?
 18 **Q. Yeah, stop gatherings signatures. Stop talking**
 19 **to people about candidates. Stop advocating on behalf**
 20 **of whatever candidate you're advocating for, anything**
 21 **like that?**
 22 A. No.
 23 **Q. Okay.**
 24 A. Why?
 25 **Q. I'm just asking.**

Page 142

1 A. Oh, okay. I don't believe so.

2 **Q. What about any of the people who you have**
3 **deployed to Pennsylvania? To your knowledge have any**
4 **of them ever been stopped, arrested, told to stop**
5 **gathering signatures, told that they're not allowed to**
6 **speak about their political views, candidates,**
7 **anything like that?**

8 A. So can you just clarify what you mean by asked to
9 stop? Like by an officer of the law?

10 **Q. Yeah.**

11 A. Okay.

12 **Q. Yeah.**

13 A. I'm sure, yeah. I mean I haven't personally, but
14 I've had incidents all over the country where people
15 have been asked to stop.

16 **Q. I'm asking in Pennsylvania.**

17 A. I got asked to stop by a lot of people that
18 weren't officers of the law.

19 **Q. No. All right.**

20 A. So I mean it's like ---.

21 **Q. To your knowledge, the time that you've been in**
22 **Pennsylvania collecting signatures, ---**

23 A. Uh-huh (yes).

24 **Q. --- has any Pennsylvania law enforcement officer**
25 **prohibited you from interacting with the people who**

Page 143

1 **you're trying to convince to sign petitions?**

2 A. Me, no. Independent contractors, I would have to
3 go back and ask.

4 **Q. Okay. To your knowledge has that happened ---**

5 A. I believe ---.

6 **Q. --- as you're sitting here today?**

7 A. I believe to Michael Jennings it happened
8 somewhere.

9 **Q. In Pennsylvania or elsewhere?**

10 A. In Pennsylvania, yeah.

11 **Q. Okay. What do you know about that?**

12 A. I don't know much. I'd have to go look at my
13 notes and see what happened. But people get asked to
14 stop all the time. Were they on private property?
15 Possibly. I don't know how it happened.

16 **Q. And just to be clear, I want to make sure.**
17 **Stopped by like a Pennsylvania State Police Officer?**

18 A. Yes, it's possible.

19 **Q. Do you know that for a fact or are you saying**
20 **maybe?**

21 A. I don't know about Michael, but I'm sure it's
22 possible, yeah.

23 **Q. Okay.**

24 A. People have been asked to stop.

25 **Q. All right. Well, I'll ask Michael when we meet**

Page 144

1 **with him. That's fine.**

2 A. Jake, could've happened to him, I don't know who
3 was asked to stop what, you know. So I mean I'd have
4 to go and ask every single person.

5 **Q. Okay.**

6 A. And when I say that, just to clarify, you know,
7 signatures are gathered from all different aspects.
8 You can go, some people gather them on private
9 property. Some people gather them at public events.
10 Some people go door-to-door. So there's a whole walk
11 of different modes of modalities of getting these
12 things onto the paper.

13 **Q. Okay.**

14 A. And so if they've been --- if they're at a
15 private, you know, Walmart for instance getting
16 signatures, odds are they probably got asked to stop.

17 **Q. Okay.**

18 A. You know?

19 **Q. All right.**

20 A. Does that make sense?

21 **Q. Yeah. No, I understand what you're saying.**

22 A. Okay.

23 **Q. And that does help clarify what you said.**

24 A. Okay.

25 **Q. Thank you.**

Page 145

1 A. Okay.

2 **Q. You understand the nature of this lawsuit to be**
3 **challenging the restriction, the necessity to have an**
4 **in-state witness with you; correct?**

5 A. Yes.

6 **Q. The notarization requirement; correct?**

7 A. The notarization requirement, yes.

8 **Q. And the fact that a voter in Pennsylvania can**
9 **only sign one petition?**

10 A. Yes.

11 **Q. Do any of those provisions stop you from coming**
12 **in to Pennsylvania and campaigning or advocating on**
13 **behalf of any candidate of your choice?**

14 A. Campaigning or advocating can be defined as
15 petitioning, too. I mean so under that question I
16 would say yes. If I can't do everything that needs to
17 be done to make sure that candidate is most successful
18 and petitioning's included then, yeah. I would say
19 yes.

20 **Q. Okay.**

21 A. Without spending money out of my own pocket and
22 without being harmed by not being able to practice my
23 personal right to petition the government.

24 **Q. So is it your belief that the provisions you've**
25 **challenged ban you from coming into Pennsylvania and**

37 (Pages 142 to 145)

Page 146

1 handing out leaflets for a candidate?
 2 A. They don't ban me from that, no.
 3 **Q. Do they ban you from coming in to Pennsylvania**
 4 **and talking to people on the street about the**
 5 **candidate of your choice?**
 6 A. No, they do not.
 7 **Q. Do they ban you from coming in to Pennsylvania**
 8 **and carrying signs around with the candidate of your**
 9 **choice?**
 10 A. No, they don't.
 11 **Q. For the issue of your choice, or the ballot**
 12 **initiative of your choice, anything like that?**
 13 A. No.
 14 **Q. All right. Let's look at this a little bit. I'm**
 15 **going to pass this back and forth because this is the**
 16 **only copy I have.**
 17 A. No problem.
 18 **Q. Ron Yoachum. Yoachum?**
 19 A. Ron Yoachum.
 20 **Q. And I'm just a little bit confused when you say**
 21 **circulated and/or witnesses. Was he a circulator for**
 22 **you in Pennsylvania?**
 23 A. Yeah, I believe he actually was. He collected a
 24 few signatures.
 25 **Q. Okay.**

Page 147

1 A. Maybe ten.
 2 **Q. For who?**
 3 A. Twenty (20). He was working Cruz. He was a
 4 Republican.
 5 **Q. So since he's a Pennsylvania resident, he**
 6 **wouldn't have needed a separate witness ---**
 7 **A. He would not.**
 8 **Q. --- to collect?**
 9 A. He would not. Well, he could have, but I didn't
 10 --- he was doing is own little thing. I gave him the
 11 walk list. I believe that's the guy I gave a walk
 12 list to, gave him an account. And he was just going
 13 door-to-door and doing it that way. And I tried to
 14 pair him up with someone probably and he probably told
 15 me to go fly a kite to be honest. I can't remember.
 16 Some of these guys don't want to work with anyone and
 17 it's hard to ---.
 18 **Q. I mean, he didn't need anybody to collect in**
 19 **Pennsylvania because he could sign the affidavit?**
 20 A. I believe that Ron Yoachum is a registered
 21 Republican?
 22 **Q. Okay. Rick Churra?**
 23 A. Rich Churra is a registered Republican, too.
 24 **Q. And was he a circulator for you?**
 25 A. He was a circulator and witness.

Page 148

1 **Q. Okay.**
 2 A. And a delegate.
 3 **Q. Delegate for Cruz?**
 4 A. For Cruz.
 5 **Q. So he circulated signature petitions on behalf of**
 6 **Benezet?**
 7 A. Originally for himself. So he was one of those
 8 guys that the campaign said hey, this guy's already
 9 doing work. Go get him.
 10 **Q. Okay.**
 11 A. And so I said okay. And we were originally going
 12 to use him to travel to other districts. But none of
 13 the other delegates in that district could spin. He
 14 was a full-time, he basically gave up his job for a
 15 month to go and do this. So he was actually probably
 16 one of the better, he was our best asset provided to
 17 us by the Cruz campaign.
 18 **Q. And did you find him by contacting the Cruz**
 19 **campaign?**
 20 A. Yeah. I mean we were in communication daily.
 21 **Q. Okay.**
 22 A. Vonne Andring who I believe might be in this
 23 list, too.
 24 **Q. Yeah.**
 25 A. If she's not, she's in the discovery I'll send

Page 149

1 you with all the email. But she gave us him and a
 2 couple other people.
 3 **Q. And did you contact them for --- did you contact**
 4 **the Cruz campaign to try to get registered Republicans**
 5 **who might help with this witness or collect or do**
 6 **anything like that?**
 7 A. Exactly. We wanted help getting signatures or
 8 volunteers. Originally when I talked to the Cruz
 9 campaign about all this stuff, you know, back when we
 10 were in Indiana, I told them how difficult
 11 Pennsylvania was. And I said, you know, you guys are
 12 going to need help there. It's not an easy state.
 13 It's the most difficult state. It really is. And I
 14 said if y'all want delegates, you know, you guys are
 15 going to. He said no, no. We've got \$20,000 and 200
 16 volunteers. He's like you guys are going to get blown
 17 away. And I said I'll bet you \$500 you call me within
 18 a week. And he did.
 19 **Q. Okay.**
 20 A. So that's when we --- and then we had two weeks
 21 to do it instead of three. So we just kind of
 22 scrambled and hit our heads against the wall. And
 23 figured out who could spend this amount of time, who
 24 could get paid for their activism, and who was able to
 25 go out and help us. And they provided probably two or

38 (Pages 146 to 149)

Page 150

1 three people that actually ---. I think most of the
2 people were pretty autonomous, getting their stuff
3 done themselves like Rick. But obviously we weren't
4 able to get them on in every district. And it's kind
5 of sucky so.

6 **Q. Do you remember the names of the other people**
7 **that the Cruz campaign put you in touch with to help**
8 **you out?**

9 A. I have a list and the contract that I have, you
10 know, whatever the delegates were for those districts,
11 I can pull them out.

12 **Q. Okay.**

13 A. And there's probably an email between me and
14 Vonne basically listing each one.

15 **Q. Okay. Andy Maul.**

16 A. Uh-huh (yes).

17 **Q. We haven't talked about him. Did he actually**
18 **circulate for you in Pennsylvania?**

19 A. He circulated. Actually me and him went out
20 together and circulated initially. And then he ended
21 up working with --- I don't know who he worked with.
22 Andy's in pretty bad shape right now. So he
23 originally was going to do the whole --- I was going
24 to do District 14 with Andy. And he ended up, I'm not
25 sure what happened, but he couldn't go door-to-door.

Page 151

1 I mean that was pretty evident. He's gained about 200
2 pounds. He's got asthma. So I told the Cruz campaign
3 we weren't going to be able to get him on the ballot.
4 And we ended up actually getting him on the ballot.
5 And then he got kicked off.

6 **Q. Cruz got kicked off the ballot?**

7 A. No, Andy did. Andy was a delegate.

8 **Q. Oh, he was the delegate. Okay.**

9 A. Yeah. Yeah.

10 **Q. So is he somebody that the Cruz campaign put you**
11 **in touch with?**

12 A. I put them in touch with him. I knew Andy from a
13 personal. He actually was a Ron Paul guy.

14 **Q. Okay.**

15 A. Ron Paul then Rand Paul. But then Rand got
16 kicked out so he became a Cruz guy.

17 **Q. Okay. And he's a Pennsylvania ---**

18 A. He's a Pennsylvania.

19 **Q. --- resident?**

20 A. Yes.

21 **Q. And Republican?**

22 A. He's a diehard Republican.

23 **Q. Okay.**

24 A. Yeah. Probably one of the only ones in Allegheny
25 County.

Page 152

1 **Q. Number 12 mentioned a Jim Edwards. We haven't**
2 **talked about him yet. Was he a circulator?**

3 A. Jim Edwards was a doctor of something in Penn
4 State. And him and Rick I believe are buddies. He
5 might have actually --- Jim came from Ron Yoachum.
6 And that guy said that this guy could help us gather
7 signatures. So I put him and Rick together. And he
8 gathered signatures or he helped Rick gather
9 signatures. I'm not really exactly sure what happened
10 there.

11 **Q. And by Rick you mean?**

12 A. Rick Churra.

13 **Q. Rick Churra?**

14 A. Yeah, they're all from Penn State area.

15 **Q. Okay.**

16 A. Yeah.

17 **Q. So you put Jim Edwards, the Pennsylvania guy,**
18 **together with Rick Churra, Pennsylvania guy?**

19 A. Rick Churra. And then actually Jake Witmer ended
20 up --- I ended up taking him off of Rocky and putting
21 him up there to help Rick. So him, Jake and Jim were
22 kind of a team.

23 **Q. Okay.**

24 A. And then Jake got mad at Rick --- Rick got mad at
25 Jake. So I had to basically fire Jake because he was

Page 153

1 getting --- he did get asked to leave a parking --- he
2 got asked to leave a Walmart with Rick, the delegate.
3 And that pissed off Rick. So the campaign told me
4 that they were going to have to come to some other
5 arrangement. So I ended up sending Andy Jacobs to go
6 help Rick. And that's exactly how that went down that
7 I remember.

8 **Q. Okay.**

9 A. So they probably got half the district done
10 together. And then Andy went and helped Rick and then
11 Jim finished it. Pretty much everyone on that list
12 though, if I can go through it, I can probably name a
13 lot more people for you guys for the list.

14 **Q. Okay.**

15 A. That that actually is a complete. That's the one
16 I gave you.

17 ATTORNEY ROSSI:

18 Yeah. And I will give you that. I can
19 copy that off my computer tonight.

20 A. Give it to me tomorrow.

21 ATTORNEY ROSSI:

22 Or email it to you.

23 A. That would be perfect. Yeah. Because that'll
24 help me, yeah, for the Pennsylvania stuff. Because
25 all those guys are in the state helping us. And, you

39 (Pages 150 to 153)

Page 154

1 know, there's probably 50 names.
 2 ATTORNEY ROSSI:
 3 You can take care of that after you get
 4 the download then; right?
 5 A. Sure. Yeah, that's right.
 6 BY ATTORNEY JOEL:
 7 **Q. Have you had any discussions with Carol Love**
 8 **about this case?**
 9 A. No, not really. I know that she was one of the
 10 witnesses. She was going to be a signature. She was
 11 a Proponent of signing for multiple, multiple
 12 signatures.
 13 **Q. Okay.**
 14 A. Or candidates, sorry. Republican candidates. As
 15 are many voters, you know. A lot of people ask why
 16 they can only sign for one. And they get kind of mad.
 17 **Q. Number 17, Justin Freyermuth; his involvement?**
 18 A. He was a Democrat witness.
 19 ATTORNEY ROSSI:
 20 Sorry, what's that name?
 21 A. Justin Freyermuth was a Democrat witness
 22 circulator for Rocky.
 23 BY ATTORNEY JOEL:
 24 **Q. Was he one who you contracted via Benezet or is**
 25 **he just one of these local witnesses that you found to**

Page 155

1 **go along?**
 2 A. What you mean contracted? I mean they were all
 3 technically contracted via Benezet; right?
 4 **Q. Okay.**
 5 A. If they're working for us and getting paid by us.
 6 **Q. Okay.**
 7 A. Yeah. So this guy ---.
 8 **Q. Oh, that's true. So even all your Pennsylvania**
 9 **witnesses were working for Benezet?**
 10 A. Technically, yeah.
 11 **Q. Okay.**
 12 A. Yeah. So they're all independent contractors.
 13 But they're all working for Benezet or getting a
 14 paycheck from Benezet at this time, in 2016.
 15 **Q. For whatever effort they provide?**
 16 A. For whatever, yeah.
 17 **Q. And for Rocky, it was \$10 an hour that was passed**
 18 **through to the Rocky campaign?**
 19 A. For Rocky, yeah. Some of them got paid cash like
 20 Kemit and Justin probably got some cash, too. But
 21 they were all getting paid. Now, some of them
 22 actually ended up liking the signature gathering
 23 portion, too. Like Justin ended up, he was one of our
 24 best witnesses or most reliable. I wouldn't say best.
 25 But he actually liked collecting the signatures. So

Page 156

1 he would go and he would be holding the boards getting
 2 signatures. And when Bob or whoever is working with
 3 him can't get them all, you know, because they're
 4 spilling over and everything, he would start gathering
 5 them, too. And he would end up --- and so I'd pay him
 6 per signature on his signatures.
 7 **Q. So some of your --- how many others in addition**
 8 **to Freyermuth, did that?**
 9 A. Pretty much all of them. All of them.
 10 **Q. Okay.**
 11 A. I would say the majority of the people that are
 12 witnessing. Kemit didn't do it. I don't know why.
 13 Maybe Michael just didn't tell him to do it. But they
 14 guys that were working for me, you know. They see how
 15 easy and how good it is. And they all kind of say
 16 well, you know, I can do that, too. Why don't we make
 17 a little extra money?
 18 **Q. Okay. So the witnesses were not only witnessing**
 19 **the folks, well, Andy Jacobs is from Pennsylvania, but**
 20 **the Jake Witmers of the world, but were also**
 21 **collecting their own signatures is what you're saying?**
 22 A. Yeah.
 23 **Q. Okay.**
 24 A. I mean they're carrier circulators. That's what
 25 they are.

Page 157

1 **Q. What's that mean?**
 2 A. They're circulating, carrying the petition and
 3 witnessing the circulation effort. So they're there
 4 basically --- they're not there to take away
 5 signatures from a primary like professional
 6 circulator. But they're there to make sure that, you
 7 know, they're aided in every way. Like if you're at a
 8 busy location, it's impossible to stop them all. You
 9 can't catch them all, right. So you've got to like,
 10 you know ---. And so these guys are there to help and
 11 make sure, in the most beneficent way possible, that
 12 these guys succeed, and we get our clients on the
 13 ballot, and make sure that we do it all legally and
 14 lawfully. And Justin Freyermuth was one of the better
 15 ones. He would come home. Him and Jake went to that
 16 library in downtown Pittsburgh. And I think they got
 17 like, I'm thinking like 200-something signatures a
 18 day.
 19 **Q. Okay.**
 20 A. And Justin was getting about 50. So that's
 21 pretty good.
 22 **Q. So the witnesses would catch the overflow?**
 23 A. Overflow, yeah.
 24 **Q. So if they weren't there to collect those**
 25 **signatures, those signatures would be gone. They**

40 (Pages 154 to 157)

Page 158

1 wouldn't be recorded arguably. And they wouldn't get
2 paid for them and you've got fewer signatures to try
3 to get your folks on the ballot?

4 A. Yeah. I think we have like Justin, you know, he
5 was obviously offered to be a complete ---. You know,
6 I was like hey, it doesn't make sense. Why don't you
7 just go get your own signatures? These guys, they
8 don't really like that. A lot of them don't like
9 asking the questions. So yeah, I mean technically
10 they're doing --- you know, they're helping out the
11 petitioner as best as possible.

12 **Q. And part of that is signing the affidavit. And**
13 **part of it is also catching whatever overflow may come**
14 **so you get some more signatures?**

15 A. Their primary role is to witness.

16 **Q. Right. But they'd also catch overflow. You said**
17 **Justin was good at it and he'd get signatures.**

18 A. Yeah, he would help us get signatures. They do,
19 you know.

20 **Q. And you said that your other witnesses did the**
21 **same?**

22 A. Some of them, yeah.

23 **Q. Maybe we can keep going because maybe you can**
24 **identify. So William Trautman, was he another witness**
25 **who carried a board?**

Page 159

1 A. I believe so. I don't recall him. He was
2 probably very --- I don't know how many signatures he
3 gathered. I remember the guys that did a lot of the
4 work.

5 **Q. Okay.**

6 A. And that's pretty much it.

7 **Q. But Trautman might have got a few signatures for**
8 **you?**

9 A. I can't speak to that. I don't know.

10 **Q. Okay.**

11 A. I don't know.

12 **Q. How about Charles ---**

13 A. McConville?

14 **Q. McConville?**

15 A. I can't say to him either. The only reason I
16 remember Justin is because he stuck out to me.

17 **Q. Okay. How about Ashley Warner?**

18 A. She didn't work at all.

19 **Q. Okay. Jovan Brown?**

20 A. He didn't work much at all.

21 **Q. These folks that we're talking about now, this**
22 **Justin, William, Charles, Ashley, Jovan, they were all**
23 **witnesses. But they'd also carry a board and, ---**

24 A. Yeah.

25 **Q. --- at least Justin got you signatures and maybe**

Page 160

1 some of the other ones did, too?

2 A. It's possible, yeah.

3 **Q. Okay. How about Lauren Green? Another witness?**

4 A. Some of them, when I say carry, so some of them
5 would actually go and after they were off the clock
6 would go and get some more signatures.

7 **Q. Oh, okay.**

8 A. Yeah. So that's how it would work, too. Like it
9 was just kind of, you know, just making sure we get as
10 many --- we're getting the job done.

11 **Q. I mean that's the goal, is to get as many**
12 **signatures as possible?**

13 A. Yeah, as long as we're complying and making sure
14 everything's done lawfully.

15 **Q. Understood.**

16 A. Yeah.

17 **Q. But if everything's complied with, you want to**
18 **get as many signatures as possible?**

19 A. Exactly. As many signatures as we need, yeah. I
20 mean I couldn't --- I don't need 10,000 signatures for
21 Rocky's presidential. I need 3,000 plus. So yeah. I
22 do also, you know, like want to make sure that the
23 guys who work with me the most get as much work as
24 they can. I don't want to give them all, you know,
25 \$20 if I can give one or two guys a couple thousand

Page 161

1 out of the work. So the workload, we do a division of
2 labor. And that makes sense.

3 **Q. Okay. We talked about Lauren Green.**

4 A. Lauren was a Republican actually.

5 **Q. Oh, okay.**

6 A. Yeah. And he was a ---.

7 **Q. Oh, okay.**

8 A. He was a Republican witness.

9 **Q. So worked on the Cruz effort?**

10 A. That's correct; yes.

11 **Q. And carried a petition also like the other ones?**

12 A. To the best of my knowledge, they all carried
13 them.

14 **Q. Okay.**

15 A. Everyone who worked.

16 **Q. Here's what we're going to do next. We are going**
17 **--- you said you wanted to talk a look at all the**
18 **names there. See if any of them help you remember.**
19 **So why don't you take as much time as you need, a few**
20 **minutes. I think we've covered most of them already.**
21 **But if there are any names in there that help you with**
22 **folks, especially on the Rocky Independent gathering.**
23 **Because I think that's where we're lacking names.**

24 A. Okay.

25 **Q. So why don't you take a couple minutes and do**

41 (Pages 158 to 161)

1 **that. And then we'll have some more questions about**
2 **that document.**
3 A. Vonne, I asked her to help source people. She
4 didn't have anyone. Edee, she didn't send me anyone.
5 Ron ---.
6 ATTORNEY ROSSI:
7 Edee who?
8 A. Edee Baggett.
9 BY ATTORNEY JOEL:
10 **Q. Vonne was ---.**
11 A. This is for Rocky.
12 **Q. Vonne was associated with the Cruz campaign?**
13 A. Sure. Sure. Sure. Sure.
14 **Q. Okay.**
15 A. But we had the Libertarian candidates needed
16 help. So I asked them if they wanted to send --- if
17 she knew anyone was interested in circulating with
18 Gary Johnson or, you know, a lot of Cruz people aren't
19 supporting Trump now. So it made sense. Said hey,
20 we're doing Gary Johnson. Do you know anyone who's
21 interested? That kind of thing.
22 **Q. Okay.**
23 A. Just kind of networking with people and seeing
24 who they know.
25 **Q. Okay.**

1 A. So she didn't do any work there. Edee didn't do
2 any work. Well, Edee was working in other states.
3 Ron, he didn't do anything. Ed Mason helped us. He
4 worked pretty much for me in about four or five states
5 this summer.
6 **Q. Okay.**
7 A. He's a hardworking guy.
8 **Q. For the Rocky as Independent?**
9 A. He worked for Rocky as an Independent and he
10 worked in other states as well.
11 **Q. What do you mean by that?**
12 A. He went to other states for me as well. I mean I
13 gave you a list of states.
14 **Q. Oh. Oh. Oh. Oh. Oh. Okay. So my mistake.**
15 **He worked for you collecting signatures for Rocky as**
16 **an Independent in a number of states this summer?**
17 A. Exactly.
18 **Q. Perfect. Go ahead.**
19 A. He also worked on Open PGH, too. Him and Denise
20 did.
21 **Q. Him and?**
22 A. Him and Denise both worked on the Open PGH ---
23 **Q. Okay.**
24 A. --- petition.
25 ATTORNEY ROSSI:

1 That's Open Pittsburgh.
2 A. Open Pittsburgh. Rick didn't do much. He did
3 help me. He gave me a couple people's names. One of
4 them got in a really bad accident. It was horrible.
5 I think she almost died and it's kind of sad. So we
6 stopped using her. Not by choice. She was actually
7 pretty decent, Shirley Thompson or something. But
8 yeah. Andy, I don't even know where he's at. Milton
9 didn't help much but he did work in a couple states.
10 BY ATTORNEY JOEL:
11 **Q. For Rocky as an Independent this summer?**
12 A. Yeah, but not in Pennsylvania. He was mainly
13 doing his own thing. Andy helped for Rocky here in
14 Pennsylvania. Michael Alexander, he's been doing a
15 lot of the northeast stuff with Alex Arsenal, who's my
16 partner up there. So all those northeast states I
17 mentioned earlier, those were all under Alex who's
18 subcontracted under me.
19 **Q. Okay.**
20 A. Brian Lyra, no. Jim Edwards, no. Mike Jennings,
21 yes. Jake Witmer, some, yes. Lowman Henry, I don't
22 remember who he was. Oh, I know Lowman, yes. I know
23 who he was. Lowman didn't work with us. I actually
24 should have probably called him. Justin, he didn't
25 want to, man. I wish. William, I didn't even call

1 him. I think we had an argument or a falling out or
2 something. Charles, he didn't want any part of it.
3 Ashley, no. Jovan Brown, no. Lauren Green, no.
4 Actually, Jovan ---.
5 **Q. And when you're saying no, those are people who**
6 **did not help on the Rocky campaign?**
7 A. No. We basically sourced a lot of new people.
8 That's how we did it. I listed most of them. I think
9 that was it. So I'll go through the --- I have a list
10 and I have W-9s and all that I can go through. I
11 think you all have copies of everything that I'm going
12 to give you all tonight.
13 **Q. Okay. So let me show you this in response to**
14 **number 15 and ask about elections you've tried to**
15 **collect for. Some of these we've talked about. It**
16 **looks like this is an answer for you individually.**
17 A. Okay.
18 **Q. I think we've talked about some of them, but why**
19 **don't you look down that list. If they're ones that**
20 **we haven't talked --- read them through and we'll see**
21 **if we need to talk about any of the other ones.**
22 A. Yeah, I think I just kind of construed this. We
23 were talking on the phone. A lot of this stuff isn't
24 completely accurate. I probably should have done a
25 better job before I filed this. I'd say they had one

Page 166

1 through --- I'd say one through four aren't true.
2 Well, Ron Paul is. I did do some Ron Paul. I'd say
3 two, three, four need to be expurgated or redacted or
4 whatever you want to say. And then five is good. Six
5 is true. And I think the date we actually established
6 today was 2006 instead of 2008.

7 **Q. Okay.**

8 A. Are you looking at my work? Is that what you're
9 asking?

10 **Q. Yeah. Yeah.**

11 A. Okay. So some of that stuff is accurate. Some
12 of it's inaccurate.

13 **Q. Okay. So let's just go through it. Maybe it'll
14 be cleaner this way.**

15 A. Okay.

16 **Q. Ron Paul ---**

17 A. I helped him out.

18 **Q. --- in Pennsylvania in 2012, we already talked
19 about that.**

20 A. Yeah. Yeah. We did some.

21 **Q. Gary Johnson 2012, you didn't do any work for
22 that?**

23 A. Well, it says Pennsylvania. But I did. I mean I
24 did Illinois and I didn't collect in Pennsylvania.

25 But we did do Gary Johnson in North Dakota as we

Page 168

1 **Q. But that's the one we talked about earlier?**

2 A. Yeah, that's the one we talked about earlier.

3 **Q. Okay. Casino Gaming Referendum in Arkansas?**

4 A. It might have been 2012. I'd have to look at the
5 date. But those were Jake. It's out of his
6 testimony. Whatever dates he says.

7 **Q. And this is one ---.**

8 A. That was working for Jake.

9 **Q. Okay. That was not with Benezet. That was
10 working for yourself?**

11 A. Yes.

12 **Q. Or ---.**

13 A. Benezet wasn't even formed at the time.

14 **Q. Okay. Not working for yourself, but working for
15 Jake, or Andy Jacobs, ---**

16 A. Yeah.

17 **Q. --- or somebody like that?**

18 A. Sure.

19 **Q. How about number eight, medical marijuana
20 referendum petitions in Arkansas?**

21 A. Yeah. I just don't know the date.

22 **Q. Okay. But that's you personally?**

23 A. Uh-huh (yes).

24 **Q. And then we have a series, Benezet Consulting for
25 the following, talked about Ted Cruz?**

Page 167

1 talked about earlier.

2 **Q. Okay.**

3 A. So I think this state's just confusing.

4 **Q. Okay. Number three, Gary Johnson and Jill Stein
5 in Alaska.**

6 A. Uh-huh (yes).

7 **Q. Did you do that?**

8 A. I did not.

9 **Q. Okay. Number four, new party nomination
10 petitions for Americans Elect, Alaska 2012. Did you
11 do that?**

12 A. We didn't do that. We did just Americans Elect
13 in North Dakota.

14 **Q. Which is number five?**

15 A. That's right.

16 **Q. Okay. Number six, new party nomination petitions
17 for Americans for Limited Government in Oregon 2008.
18 Did you do that?**

19 A. We did do that.

20 **Q. Okay. I think we talked about that.**

21 A. Well, it's 2006.

22 **Q. Okay.**

23 A. Yeah, probably. I think it was 2006. I'd have
24 to go look at the date, man. I mean my timeline's a
25 little bit off.

Page 169

1 A. Uh-huh (yes).

2 **Q. Talked about Rocky De La Fuente?**

3 A. Uh-huh (yes). We did Rand in Indiana and
4 Illinois. We talked about that earlier.

5 **Q. Okay. But not Vermont or Rhode Island?**

6 A. Not Vermont or Rhode Island. Rocky we did in ---
7 is this the general election? I've given you a long
8 list of those states.

9 **Q. Yeah.**

10 A. I couldn't rename them all.

11 **Q. That's the general election.**

12 A. Yes. There's about 17, I think is what my last
13 count was.

14 **Q. This number two Rocky; Pennsylvania, Indiana,
15 Wisconsin, Connecticut. I thought it was Illinois and
16 not Connecticut.**

17 A. It was.

18 **Q. Okay.**

19 A. That's correct. So a lot of this needs to be
20 probably changed.

21 **Q. Four we talked about. Did you do Jill Stein in
22 Virginia in 2016?**

23 A. Yes, we talked about that. Yeah. We were
24 supposed to do Jill Stein. Bob Lynch did 350
25 signatures.

43 (Pages 166 to 169)

Page 170

1 **Q. Okay.**

2 A. He submitted them. And they got mad because it
3 wasn't 1,000. And we just kind of, you know, we were
4 so busy with other states. We just, you know, didn't.
5 Okay.

6 **Q. Okay. We talked about Rick Santorum.**

7 A. Yeah.

8 **Q. Carly Fiorina?**

9 A. That's true, yeah. We did collect for her a
10 little bit. I forgot about that.

11 **Q. Okay.**

12 A. And Ben Carson. Both of those two.

13 **Q. In Indiana for the primary?**

14 A. Yeah, probably 1,000 signatures each.

15 **Q. Okay. Donald Trump, we talked about him.**

16 A. Uh-huh (yes).

17 **Q. Texas Supreme Court candidates?**

18 A. Yes.

19 **Q. That's who we talked about. Okay. And you put
20 this under the Benezet one. Benezet did some of that?**

21 A. No, that's --- really Benezet didn't get anything
22 off of, anything until 2016 ---

23 **Q. Okay.**

24 A. --- is where Benezet is.

25 **Q. Okay.**

Page 171

1 A. So even the late 2015 stuff's going to be in this
2 fiscal year. So it's going to be pretty much be
3 everything after. Joe Pool, all that stuff, that was
4 all Trent.

5 **Q. Okay. Alicia Franklin?**

6 A. Trent. HERO is under Trent.

7 **Q. What was a Houston Equal Rights Ordinance?**

8 A. Yeah. I forgot about Leonila. She had gotten
9 kicked off the ballot. We went back in and put her
10 back on in the case that they gave a secure period.
11 They didn't. It was a pretty interesting case, but
12 y'all probably don't care in Pennsylvania.

13 **Q. So that's Leonila Salazar that was --- and that
14 was Trent also?**

15 A. That was Trent.

16 **Q. Okay. Ann Kitchen, Austin City Council?**

17 A. Yeah, we did do that. That's the city council
18 recall petition I told you about that we are advising
19 on.

20 **Q. Okay. Gary Johnson, Ohio, General Election?**

21 A. We talked about that.

22 **Q. Okay. And Stop the Lone Star Rail Initiative,
23 City of Kyle, Texas in 2016?**

24 A. We actually didn't have to file that. We got
25 about half-way there. And we did it the old-fashioned

Page 172

1 way, lobbying. We just went and talked to all the
2 legislators. And they killed it organically so. And
3 if you want I can write that up, too. I mean I'm sure
4 that's probably pretty confusing. I can fix that.

5 **ATTORNEY JOEL:**

6 Mark that one next, please. Fourteen.

7 (Defendant's Exhibit 14 marked for
8 identification.)

9 **BY ATTORNEY JOEL:**

10 **Q. Okay. Mr. Pool, I'm showing you what's been
11 marked as Defendant's 14. It looks like a bunch of
12 emails between you and some other folks listing some
13 people I think to help out in Pennsylvania. Can you
14 just tell me what that all is about?**

15 A. Yes. Okay. This is to Michael Alexander. And
16 these are the delegates for that County that he was
17 supposed to go and get done for the Cruz campaign.
18 And I must have given him, these are the files, their
19 names, and the emails. And basically getting him
20 going.

21 **Q. So you gave him three possible witnesses?**

22 A. No. No, those are the delegates.

23 **Q. Oh, okay.**

24 A. Yeah.

25 **Q. So is that who he was collecting for or are those**

Page 173

1 **delegates that were going to help him out with the
2 collection?**

3 A. Well, both. So the delegates were given to us.
4 So people signed up with the Cruz campaign. My
5 understanding, and this is, you know, this may be off.
6 But I believe the process was they source people that
7 were interested in being a Cruz delegate. They
8 contacted the campaign. The campaign, you know,
9 either they responded to a mail order or something.
10 Then the campaign calls them and lets them know what
11 the process is. They sign up and then they're asked a
12 series of questions like how much time can you devote
13 to this. If they're told that they can devote full
14 time, like a Rick Churra, then I was let know and
15 apprised of that individual. If they were told that
16 they can only do very limited work, but they would
17 help in the gathering, then like these three in Bucks
18 County I would say okay, well then I need to find a
19 witness circulator team to go in there. And that's
20 what we did. So we sourced a lady named Amy Strauss.
21 And Michael went in there with Brian Lyra. And they
22 went door-to-door in Bucks County collecting
23 signatures. And it was for those three. Those are
24 three delegates.

25 **Q. Okay. So those are the three they were**

Page 174

1 collecting signatures for?

2 A. Those were ---.

3 **Q. On behalf of?**

4 A. Yes. There's probably some --- I know one
5 delegate from that district did end up getting
6 entered. I think it was Evangelou. And she was
7 actually pretty excited because we only ended up
8 getting 25 signatures or so for her before I had to
9 pull the plug. And that's exactly the number she
10 needed. So it was just, you know, I guess someone's
11 looking out for us. Because she came to the turn-in
12 the final day and she said I need 25 signatures more.
13 And I pulled them out and I said this is yours. So it
14 was kind of funny. At least I didn't throw them away.

15 **Q. How about this last page talking about CD14,
16 Richard Finn? What's that one about?**

17 A. So these are the two for congressional district
18 14, Richard Finn, Andy Maul, and then they had some
19 other person who came in late and then they pulled
20 him. Actually, Ron Yoachum wanted to be a delegate,
21 too. He asked me, but at the time we had like a week
22 left. And I said, you know, we're getting like 40 a
23 day, 50 a day, 30 a day or something. It was really
24 slow moving. And, you know, I couldn't --- it was not
25 going to happen basically. So we have two delegates

Page 175

1 there.

2 ATTORNEY JOEL:

3 All right. Can we take a couple minute
4 break?

5 ATTORNEY ROSSI:

6 No problem.

7 SHORT BREAK TAKEN

8 (Defendant's Exhibit 15 marked for
9 identification.)

10 BY ATTORNEY JOEL:

11 **Q. Mr. Pool, marked and put in front of you
12 Defendant's 15. Can you take a look at that? My
13 suspicion is it's identical to the Interrogatories
14 that you verified on behalf of Benezet. But could you
15 confirm that for me and confirm that it is your
16 signature at the very end?**

17 A. I believe it's the same. I don't see anything.
18 It's the same, pretty much the same names that were
19 involved in the challenge. There's some, obviously
20 stuff that needs to be changed on page 18 that we
21 talked about on the other one. And then there's
22 probably some stuff on page 19 as well that we talked
23 about on the other one. And then Paul's signature and
24 my signature.

25 **Q. Okay.**

Page 176

1 OFF RECORD DISCUSSION

2 BY ATTORNEY JOEL:

3 **Q. Mr. Pool, Defendant's 15, you identified that
4 that is your signature again; correct?**

5 A. Yes, that's my signature.

6 **Q. And whatever discussions or changes or
7 information you provided with regards to the
8 Interrogatories that were signed on behalf of Benezet
9 also apply to this; correct?**

10 A. Yes, sir.

11 **Q. I'm showing you what's been marked as Defendant's
12 16.**

13 (Defendant's Exhibit 16 marked for
14 identification.)

15 BY ATTORNEY JOEL:

16 **Q. Can you tell me what that is, please?**

17 A. This is the ad for --- this is an ad that we
18 posted on Craigslist.

19 **Q. Is that to get witnesses for the Rocky signature
20 collection?**

21 A. Yeah. No, it's not. This is for the
22 Republicans.

23 **Q. Oh, okay. So that's for Cruz?**

24 A. Yeah.

25 **Q. Okay.**

Page 177

1 A. Yeah. This is probably after we ended up losing
2 what's her name? The witness who was speaking to
3 herself and was crazy, making voters not want to sign
4 the petitions at the door.

5 **Q. I don't know what the right word is but how many
6 hits or responses did you get to your ads for
7 witnesses in Pennsylvania?**

8 A. Not many. Not many.

9 **Q. Can you estimate?**

10 A. Make an estimate? Probably, you know, I would
11 say per ad placement, we'd probably get one email a
12 day and we'd put it up pretty much in every major city
13 every day. So we'd probably get one person out of all
14 four markets to say yeah, I'm interested. And then
15 when I'd touch base with them, they'd say, you know,
16 they wouldn't answer. They'd flake out.

17 **Q. Okay. What other efforts did you make to find
18 witnesses for Pennsylvania?**

19 A. I should have sent you guys something in
20 discovery, but I made like a flyer. We put it in all
21 the shops in Allegheny County. Bulletin boards,
22 especially like the same thing, same type script, more
23 generalized for both parties on the field. Do you
24 have a copy of that? Have y'all seen that? It's in
25 discovery that I'll send you all tonight or get you

45 (Pages 174 to 177)

Page 178

1 all for tomorrow. And I had like the bottom serrated
 2 so they could like rip off my number. You haven't
 3 seen it? Do you have it?
 4 ATTORNEY ROSSI:
 5 I don't know how to print this out
 6 though.
 7 A. Okay.
 8 ATTORNEY ROSSI:
 9 Let me see if I have it.
 10 A. Yeah. Well, we can get it to y'all. I did
 11 things like that. Networking was the best, you know.
 12 Asking people who are already on board to go and ask
 13 other people because people don't believe that they're
 14 going to get --- I mean, everyone thinks you're a
 15 Nigerian prince, something crazy. So it's kind of
 16 hard to convince people you're legitimate.
 17 BY ATTORNEY JOEL:
 18 **Q. Did you use your Pennsylvania collectors as a**
 19 **source of trying to get more witnesses?**
 20 A. Yeah, sure. We asked everyone.
 21 **Q. Okay.**
 22 A. I mean I was pretty thorough in pretty much
 23 taking any lead I had.
 24 **Q. And you got with the campaigns, at least the Cruz**
 25 **campaign?**

Page 179

1 A. Yeah, Cruz campaign was a lot more helpful than
 2 Rocky's. Rocky, I didn't even talk to Rocky until,
 3 you know, this June. So I didn't really know him.
 4 And we pretty much realized from the get, when we
 5 signed the contract that there wasn't going to be any
 6 campaign resource help. But yeah.
 7 **Q. All right. I am almost at a good stopping point.**
 8 **Why don't we go back and try to figure out what your**
 9 **homework is for tonight?**
 10 A. Can I write this down, Paul, or do you want to
 11 write it down?
 12 ATTORNEY ROSSI:
 13 You write it down.
 14 A. Okay.
 15 BY ATTORNEY JOEL:
 16 **Q. I've been taking some notes along the way, but**
 17 **let's just have a ---.**
 18 ATTORNEY ROSSI:
 19 First of all, first of all, the getting
 20 the download tonight. He's going to use my computer,
 21 which is faster than the hotel's computer ---
 22 ATTORNEY JOEL:
 23 Okay.
 24 ATTORNEY ROSSI:
 25 --- to do the downloads. If that fails,

Page 180

1 I'm going to ask your girlfriend to maybe break down.
 2 Is that possible?
 3 A. Oh, yeah. Yes.
 4 ATTORNEY ROSSI:
 5 Get it in smaller amounts?
 6 A. Right now it's 633 megabytes. So there's a lot
 7 of stuff for you.
 8 ATTORNEY ROSSI:
 9 I think as I explained to you, they want
 10 all the invoices that you have with contracts.
 11 A. I mean anything that I have regarding any of this
 12 stuff should be, it will be in.
 13 ATTORNEY ROSSI:
 14 We're intending to give you is --- we're
 15 downloading it on to flash drives.
 16 ATTORNEY JOEL:
 17 Okay.
 18 A. I'll give you guys one of these tomorrow and then
 19 I'll make paper copies. Y'all have them pre-print in
 20 here, I'm sure.
 21 ATTORNEY ROSSI:
 22 And if there's any follow-up,
 23 communicate any documents that aren't opening up and I
 24 will try to get, I will get the hard copy for you that
 25 way. So that's the first thing --- from my

Page 181

1 standpoint, that's the most important thing from my
 2 standpoint ---
 3 A. Got it.
 4 ATTORNEY ROSSI:
 5 --- to be accomplished.
 6 BY ATTORNEY JOEL:
 7 **Q. The other thing that I had down was the list of**
 8 **people who worked for you for Benezet on the general**
 9 **election. I guess it would be probably the general**
 10 **election Rocky.**
 11 A. Okay.
 12 **Q. Isn't it, who had that?**
 13 A. Yeah. And that'll cover --- and do you want
 14 every state?
 15 **Q. Uh-huh (yes).**
 16 A. Broken down by state?
 17 **Q. What I want is you gave me a list of the states**
 18 **that you worked.**
 19 A. Yeah.
 20 **Q. So what I want is all the people who worked in**
 21 **those. And I'll probably drill down and try to figure**
 22 **out who worked where.**
 23 A. Yeah.
 24 **Q. So think of that.**
 25 A. That might be pretty hard.

Page 182

1 **Q. And when they worked, and did they move all**
 2 **around? Were they chaotic? Were they nomadic? Along**
 3 **those lines, when did the collection --- after your**
 4 **primary work in Pennsylvania, where did you go next or**
 5 **when did you start, when did you end?**

6 A. Okay.

7 **Q. I think you testified that there was other work**
 8 **that would have been available in other states. You**
 9 **didn't necessarily have those contracts. But if you**
 10 **have any information on what other states were still**
 11 **out there after the Pennsylvania primary to do work**
 12 **in.**

13 A. For the primary? Okay.

14 **Q. For 2016.**

15 A. Yeah.

16 **Q. Whether it's later primaries or whether it's**
 17 **general election ---**

18 A. Oh, okay.

19 **Q. --- independently.**

20 A. So me answering the timeline of work would answer
 21 that question though; correct?

22 **Q. I think so, yeah.**

23 A. Okay. Okay.

24 **Q. You testified about doing the Libertarian party**
 25 **and the Green party this past summer, but I think**

Page 183

1 **there's more information to be gleaned there about who**
 2 **worked which one and what time frame that was.**

3 A. Who worked which one and what time frame?

4 **Q. Yeah. And then some of these subcontracted out.**
 5 **But for the ones that were Benezet, who actually**
 6 **worked for Benezet.**

7 A. And when I answer who worked on the Rocky 2016
 8 stuff --- well, actually, okay. Got it. Let me pull
 9 it up. Libertarian party, PA petition. I actually
 10 have their, I have a file with their validity report I
 11 sent to you.

12 **Q. Okay.**

13 A. I can pull that and that'll be every person.

14 ATTORNEY ROSSI:

15 Into the record?

16 A. Yeah, because you remember I put that in the
 17 email CC ---.

18 ATTORNEY ROSSI:

19 Oh, okay. That didn't register as ---.

20 A. Something they would need, yeah.

21 ATTORNEY ROSSI:

22 That didn't get --- that wasn't part of
 23 my collection.

24 A. I didn't even think about the PA stuff. It was
 25 such a --- I only did like 1,500 signatures. So it

Page 184

1 was like a very small amount of work. But still work
 2 that I did.

3 BY ATTORNEY JOEL:

4 **Q. So who did the Libertarian and Greens.**

5 A. Okay.

6 **Q. At least for the --- as I understood it, a couple**
 7 **of those states for each one you subcontracted to to**
 8 **get somebody else to do it. But I thought you said**
 9 **that some of the Libertarian and Green that you did**
 10 **this year was actually done by Benezet. So who are**
 11 **the people that Benezet hired to do that.**

12 A. Got it.

13 **Q. Was it Andy Jacobs? Was it Witmer? Was it Lyra?**

14 **You know. The general election for Rocky, who did**
 15 **that, the sequence of states. I think that's what I**
 16 **have for homework. I'm going to go through the**
 17 **amended complaint with you tomorrow and I have a few**
 18 **questions about that. But I think that's what I have**
 19 **sort of for homework.**

20 A. All right. Cool. I can get all this stuff done
 21 pretty ---

22 **Q. Okay. That would be great.**

23 A. --- quickly.

24 **Q. That would be great. And I appreciate your**
 25 **willingness to stay at least part. Hopefully we can**

Page 185

1 **get you out of here early tomorrow.**

2 A. All right. Yeah.

3 ATTORNEY ROSSI:

4 Well, he spoke all --- he spoke to the
 5 hotel monitoring as well.

6 ATTORNEY JOEL:

7 Oh, okay. Okay.

8 A. I can stay Thursday.

9 ATTORNEY ROSSI:

10 I can imagine 100 million questions you
 11 could possible ask him in such a sort of a hydra of a
 12 case. Especially the things that they do. So ---

13 ATTORNEY JOEL:

14 Yeah.

15 ATTORNEY ROSSI:

16 --- I assumed it's going to take us a
 17 while.

18 ATTORNEY JOEL:

19 Hopefully we'll be done early.

20 A. That's fine.

21 ATTORNEY JOEL:

22 But if it's not, we've got the day and
 23 we'll be ---.

24 A. I'm thinking like, you know, 10:00 we'll be done
 25 with. I'm overly optimistic.

47 (Pages 182 to 185)

Page 186

1 ATTORNEY JOEL:
 2 And then that will result in me having
 3 more questions, I'm sure.
 4 ATTORNEY ROSSI:
 5 Oh, you will.
 6 ATTORNEY JOEL:
 7 So let's suspend for the day and we'll
 8 pick up tomorrow morning. Is nine o'clock okay for
 9 you guys?
 10 ATTORNEY ROSSI:
 11 Absolutely.
 12 ATTORNEY JOEL:
 13 Will that work?
 14 ATTORNEY ROSSI:
 15 That's fine.
 16 ATTORNEY JOEL:
 17 You'll be in town? Okay.
 18 ATTORNEY ROSSI:
 19 We're in town.
 20 ATTORNEY JOEL:
 21 Okay.

DEPOSITION CONCLUDED AT 4:30 P.M.

Page 187

1 COMMONWEALTH OF PENNSYLVANIA)
 2 COUNTY OF CAMBRIA)
 3 CERTIFICATE
 4 I, Cynthia Piro Simpson, a Notary Public in and
 5 for the Commonwealth of Pennsylvania, do hereby
 6 certify:
 7 That the foregoing proceedings, deposition of
 8 Trenton Pool was reported by me on 9/27/16 and that I,
 9 Cynthia Piro Simpson, read this transcript, and that I
 10 attest that this transcript is a true and accurate
 11 record of the proceeding.
 12 That the witness was first duly sworn to testify
 13 to the truth, the whole truth, and nothing but the
 14 truth and that the foregoing deposition was taken at
 15 the time and place stated herein.
 16 I further certify that I am not a relative,
 17 employee or attorney of any of the parties, nor a
 18 relative or employee of counsel, and that I am in no
 19 way interested directly or indirectly in this action.



Cynthia Piro Simpson

A handwritten signature of Cynthia Piro Simpson in cursive script.

48 (Pages 186 to 187)

A	149:24	agency 1:23	40:22	167:10,12
ability	activities	agenda 11:7	Allegheny	167:17
38:14,19	122:19	ago 111:18	5:6 22:11	amount 37:14
55:15	actual 96:25	120:1	43:19 56:7	127:16
able 59:4	ad 5:17	127:11	59:14	131:15
90:23 93:7	176:17,17	agree 65:21	60:25	149:23
102:2,7	177:11	71:22	76:18	184:1
103:17,17	Adams 47:7	agreeable	79:15	amounts
125:7	47:15	7:23	83:21,24	180:5
131:9	add 97:6	agreed 7:19	84:2	Amy 173:20
132:2	110:14	12:19	126:17	Andring
145:22	added 110:11	106:11	151:24	91:24
149:24	addition	agreement	177:21	148:22
150:4	25:10	5:8,9	allocated	Andy 28:1
151:3	51:10 65:2	41:21	37:13	39:16
Absolutely	156:7	58:12,13	allow 94:14	41:15
186:11	additional	86:7 95:18	103:24	45:22,23
absorb	17:12 40:7	110:14	allowed	82:7,9
131:10	62:11	Agreemen...	139:4	91:10
accept 58:25	Addition...	5:12,13	142:5	123:6,7
accepted	62:2	agrees 7:25	all's 17:20	125:1
55:2 58:14	address 9:15	ahead 163:18	Almeida	126:5
58:15,16	9:17 76:16	aided 157:7	33:12,13	127:18,20
accepts	admission	Al 35:21	36:8 46:23	129:5,6
58:21	7:21	Alabama	ambitious	132:9
access 10:20	ads 56:14	19:13 25:7	95:16,16	150:15,24
13:20,23	101:11	36:11	amend 26:25	151:7,7,12
16:2 17:17	177:6	112:6	42:13	153:5,10
17:25	adult 62:7	Alaska 25:9	73:11	156:19
23:11	advising	25:13,14	110:13	164:8,13
accident	171:18	34:8,13,18	amended	168:15
164:4	advisory	34:19	97:15	174:18
accompli...	119:3	38:22	184:17	184:13
181:5	advocate	120:17	amendment	Andy's 129:8
account	44:19	121:2,7	62:14	150:22
29:17 32:8	advocating	122:1	86:15,16	and/or 55:9
147:12	141:19,20	167:5,10	86:22 87:2	146:21
accurate	145:12,14	Alex 35:21	96:12,25	anIndep...
26:16	affidavit	66:3,10,18	110:4,6,9	25:3
71:17 73:5	48:17,22	112:7	111:25	animal 88:4
73:6 76:20	51:12,14	164:15,17	amendments	Ann 119:10
165:24	62:1 63:12	Alexander	86:14	171:16
166:11	76:15	28:16	America 31:1	answer 7:20
187:10	137:13,18	35:22,23	31:5	11:25 12:7
Achilles	138:2	46:15 66:5	American	12:20,24
52:3,4,7,8	147:19	66:8 91:6	133:3,7	14:12
52:8	158:12	164:14	Americans	15:24 24:9
action 8:18	affidavits	172:15	120:10	50:25
187:19	102:6	Alicia 171:5	121:19	52:22
activism	afford 44:12	allcoated	132:25	66:12 81:6

91:13 98:3	arguably	158:9	20:4 23:8	185:13,15
165:16	158:1	166:9	23:12	185:18,21
177:16	argument	178:12	28:11,17	186:1,4,6
182:20	165:1	aspect 55:21	28:21 31:4	186:10,12
183:7	arithmetic	aspects	41:20,25	186:14,16
answered	130:24	144:7	45:21 52:6	186:18,20
12:21	Arkansas	assessment	52:12,23	187:17
53:21	31:1,3,8	71:24	53:1,3,15	August 61:22
answering	168:3,20	asset 148:16	53:23	62:5
32:19	Arno 17:18	assets 56:13	56:20,22	111:14,15
182:20	21:9,9,9	assistant	59:17,21	111:16,16
ANTHONY 3:3	21:14,21	22:3	59:22 60:1	Austin 11:17
anticipated	31:3,11	associated	60:3,7,14	11:18 14:3
131:8	133:1	52:14	60:17,24	89:11
Antonio	arrangement	133:11	64:2,8,10	119:10
89:11	21:3 153:5	141:15	64:15 71:3	171:16
anybody	arrested	162:12	71:8,16	authenti...
54:11 67:3	142:4	assume 15:5	73:22,24	11:4
116:17	Arsenal 66:3	38:1	75:21,25	authority
141:15	66:10,18	132:16	85:22 86:1	58:15
147:18	164:15	assumed 15:6	92:19,23	authoriz...
anymore	article 92:3	37:16	93:15,20	1:23
56:24	Ashley	131:3	94:16,20	autonomous
63:11	159:17,22	185:16	95:15,20	150:2
anyway 32:20	165:3	assuming	109:20	available
96:24	asked 11:19	7:12 40:13	110:2	54:20
108:8	22:11 24:9	125:22	136:13,17	182:8
apologize	30:12	127:23	139:25	aware 43:9
87:12	44:21 45:3	128:8	140:5,25	43:16 59:9
appeal 60:10	56:5 82:17	137:8	141:3,6,9	59:14
apply 176:9	84:20	asthma 151:2	153:17,21	62:17
appreciate	87:11	Attachment	154:2,6,19	64:16
18:3 34:5	96:22	9:2	154:23	awesome
184:24	107:9	attended	162:6,9	132:5
apprised	120:18,23	11:14	163:25	A-L-M-E-...
173:15	128:17	attention	164:10	33:14
approach	142:8,15	59:13	172:5,9	a.m 2:10
72:22	142:17	attest	175:2,5,10	
appropriate	143:13,24	187:10	176:2,15	B
93:11	144:3,16	attorney 2:8	178:4,8,17	B 12:5
115:15	153:1,2	3:11 4:6	179:12,15	baby 109:18
134:8	162:3,16	6:3 7:6,14	179:18,22	back 16:1,13
area 79:5	173:11	7:16,24	179:24	24:8 26:25
80:17,21	174:21	8:1,9,20	180:4,8,13	28:24
81:6	178:20	8:24 14:15	180:16,21	30:23
126:17	asking 12:17	14:19,22	181:4,6	31:21 32:3
152:14	57:24	15:8,10,13	183:14,18	42:13
areas 54:19	107:14	15:16,25	183:21	44:22
54:20	141:25	19:17,20	184:3	47:19,22
arena 88:20	142:16	19:22 20:1	185:3,6,9	50:14 63:9

63:14	113:25	138:22	143:5,7	59:10,16
65:11	114:21	148:14	146:23	59:19
67:24	122:11	150:14	147:11,20	64:24 65:2
73:14 78:4	132:15,20	152:25	148:22	65:3,7
79:13	133:8	157:4	152:4	67:13 72:2
88:16	146:11	165:7	159:1	72:25
93:10 94:6	151:3,4,6	172:19	173:6	73:25
106:6	157:13	174:25	175:17	76:20 80:7
119:23	158:3	basis 107:15	178:13	85:13 86:9
122:8,10	171:9	Baylor 121:1	believed	87:8,14,20
132:8	ballots 27:7	121:7	44:11	87:21
140:10	27:10	beach 139:21	Ben 170:12	88:13,13
143:3	97:21	began 66:1	Benazet 18:6	88:19,22
146:15	Baltimore	70:23	beneficent	89:3,7
149:9	3:4	73:19	157:11	96:16
171:9,10	ban 122:2	113:15	Benezet 1:5	97:16,17
179:8	145:25	beginning	7:10,12,22	97:18,19
background	146:2,3,7	2:10	9:8,8,17	98:5,11
120:24	band 111:4	begun 139:12	10:11 13:3	99:22,25
135:4	bank 32:9	behalf 2:3	13:4,10,12	103:5,20
139:1	barrier	7:12,21,22	13:15,17	104:5
bad 31:20	135:16	9:8 74:1	13:22 14:1	109:10,16
39:18	base 177:15	141:19	14:4,18,20	114:17
134:25	based 38:4	145:13	14:20,24	116:13
150:22	53:19	148:5	15:1,4,6,7	118:25
164:4	basic 76:4	174:3	16:2,6,10	119:1,14
Baggett	basically	175:14	16:12,15	119:16,21
23:10	10:19 21:3	176:8	17:3,3,5,9	119:24
162:8	22:13	belief 98:14	17:13	122:22
Baggette	29:15,20	145:24	18:12 20:8	130:2,2
23:7	30:18	believe	20:8,14,15	135:2,10
ballot 10:20	44:25	20:22	21:23,24	136:3
13:20,23	50:25	21:24	22:25 23:3	139:18
16:2 17:17	54:23 55:1	23:11	24:1,6,7	148:6
17:21,25	56:6,11	31:22	24:10,14	154:24
23:11	57:18	44:18	24:17,20	155:3,9,13
25:13	58:14 63:1	70:11 75:7	24:23 25:2	155:14
27:13,16	63:9,21	83:18	25:11,15	168:9,13
27:19,24	69:9,10,25	86:14	25:21 26:1	168:24
31:14,15	70:22 73:9	105:13,21	26:6 29:8	170:20,20
32:24	79:23	110:12	30:1 33:2	170:21,24
53:10	91:11 92:6	113:18	36:12,23	175:14
57:20 61:5	94:5 100:5	120:5	36:25 37:4	176:8
62:10 89:2	100:9	122:7	38:3,7	181:8
95:13	104:2	125:1	40:5 41:14	183:5,6
96:19	107:4,7	128:23	42:3,5	184:10,11
98:16	110:18	133:12	43:11,13	Benezet's
104:15	111:9	136:25	43:23 44:1	17:16
107:6	115:17	137:12	45:5 47:24	72:24
111:6	128:2	142:1	57:22 58:7	Benezet-...

114:17	127:18	116:17	C 3:1 7:1	116:20
Bernie 49:9	146:14, 20	broadly 65:5	caboodle	117:4
51:9	167:25	broken 54:3	61:18	126:1, 22
best 12:21	170:10	181:16	California	130:13
44:19	blank 97:1	brought 43:6	21:12	133:25
49:18	bled 133:20	68:11	25:14	134:7
51:20, 22	blown 149:16	Brown 159:19	88:25	148:8, 17
76:13 85:9	board 58:21	165:3	call 63:7	148:19
108:9	158:25	Bucks 91:3	69:25 72:3	149:4, 9
148:16	159:23	91:17, 19	125:16	150:7
155:24, 24	178:12	173:17, 22	149:17	151:2, 10
158:11	boards 49:22	buddies	164:25	153:3
161:12	49:24	152:4	called 21:6	155:18
178:11	156:1	budget 44:15	44:21 96:4	162:12
bet 149:17	177:21	58:11	96:7 112:3	165:6
better 31:1	boats 114:14	built 40:7	120:10	172:17
31:5 72:15	Bob 103:22	40:14	132:25	173:4, 8, 8
108:6	156:2	Bulletin	140:11	173:10
148:16	169:24	177:21	164:24	178:25
157:14	Bonds 88:9	bunch 33:10	calling	179:1, 6
165:25	88:11	79:23	36:14	campaigning
beyond 56:4	books 30:22	96:13	calls 71:11	145:12, 14
bid 131:2, 14	30:23	172:11	115:21	campaigns
133:11	Boston 35:24	Bundy 28:20	173:10	16:7, 16
139:13	bottom 62:23	28:20, 23	CAMBRIA	22:14 26:7
big 32:21	63:2, 10	36:4 45:12	187:2	87:13
56:2 100:2	178:1	46:19	campaign 5:8	178:24
135:16	bottom-o...	105:22, 22	14:2 17:19	campuses
biggest	32:17	105:24	20:6, 15, 21	56:8
21:10	brand-new	135:24	21:5 22:2	candidate
bill 30:20	132:25	136:6	22:3 23:3	16:22 19:5
37:2 39:5	break 12:23	137:7	23:16, 25	25:3 52:20
39:12	13:1 33:22	138:3, 4	31:19	53:8, 10
48:13	33:25	business	36:24 39:5	57:19 69:7
58:18	73:13	33:9 35:11	39:25	72:23 89:8
billed	93:16, 19	35:12	41:13	97:22
106:15, 18	93:22	49:18	54:24	125:16
billing	139:16	56:18 57:2	66:16 72:3	134:3
118:17	175:4, 7	65:9 108:9	72:8 77:16	141:20
billings	180:1	121:12	78:13 86:8	145:13, 17
67:23	breaks	businesses	86:12 87:9	146:1, 5, 8
bind 9:8	122:25	66:17	89:23	candidates
bingo 122:6	Brian 28:16	busy 157:8	90:12	16:16
birth 138:25	36:2 46:17	170:4	91:20, 25	50:21
bit 32:12	101:19	B-A-G-G-...	92:2, 12	71:10
50:6 71:5	164:20	23:10	95:8	97:21, 24
71:13, 20	173:21	B-U-N-D-Y	106:15, 18	99:4, 9, 12
78:9 80:6	BRIEF 31:2	28:23	106:20	99:18
121:13	45:19		115:4, 9, 17	114:21
125:21	bring 8:17	C	115:18	115:25

117:4	Casino 168:3	175:20	125:4	Citizen
124:15	Castle	changes 52:5	chronolo...	63:23
126:12	111:25	176:6	70:18	Citizens
133:18	catch 157:9	chaotic 71:5	chronology	62:7
141:19	157:22	71:13	65:13	city 14:3
142:6	158:16	79:18	67:24	15:21 44:5
154:14, 14	catcher	80:22 81:6	chunk 114:17	57:14 61:1
162:15	117:13	182:2	Churra	82:23 83:1
170:17	catching	chaotically	147:22, 23	87:23 88:2
canvass	158:13	111:12	152:12, 13	119:3
55:15	cause 44:11	charge 44:3	152:18, 19	171:16, 17
card 43:20	57:19	45:1	173:14	171:23
care 69:22	CC 183:17	charged	circle 16:13	177:12
69:23	CD 48:1	40:12, 14	circulate	citywide
154:3	CD14 174:15	44:1	69:6	17:23
171:12	CD21 89:8, 11	107:24	150:18	Civil 2:4
Carly 25:19	CELL 8:6	131:12	circulated	clarify
170:8	certain	charging	131:6	142:8
Carol 31:24	54:19	41:13	146:21	144:6, 23
154:7	certainly	Charles	148:5	clauses 39:3
carried	40:20, 25	159:12, 22	150:19, 20	clean 125:4
42:23	CERTIFICATE	165:2	circulating	132:1
49:22	4:8 187:3	charter 44:5	26:22	cleaner
158:25	certify	Chase 32:9	113:16, 17	166:14
161:11, 12	187:6, 16	cheap 41:6	157:2	cleanup
carrier	certifying	121:5	162:17	69:25
156:24	1:23	check 18:8	circulation	clear 7:8
carry 49:24	challenge	20:23	48:22	15:1 39:1
159:23	10:17, 25	31:18, 23	51:12	48:21
160:4	38:14, 20	32:6, 8	157:3	49:20
carrying	49:7 53:16	70:13	circulator	134:6
146:8	58:24 59:3	88:13	48:20	143:16
157:2	59:7, 24	105:15	63:13, 18	clearly
Carson	60:4, 13	109:1	138:24	14:16
170:12	61:3, 15	119:16	146:21	Cleveland
Carterstown	107:8	135:4	147:24, 25	47:12, 16
76:16	175:19	checking	152:2	47:17
case 1:7	challenged	55:23 94:8	154:22	client 15:15
41:8 52:8	59:20	checks 17:4	157:6	29:21 37:9
52:10, 21	145:25	35:6 116:6	173:19	55:1 69:22
53:5, 12	challenges	139:1	circulators	95:18
59:9, 22	59:10	Chief 3:11	62:4, 6	130:5
63:22	challenging	choice	90:22	clients
101:17	145:3	145:13	100:7	37:25 87:5
154:8	chance 50:20	146:5, 9, 11	156:24	123:15
171:10, 11	93:17	146:12	circus 10:19	157:12
185:12	135:20	164:6	cited 52:8	Clinton 49:9
cash 29:16	change 107:4	chronologic	53:5	clipboards
32:8	changed	71:15	cities 56:3	69:15
155:19, 20	169:20	chronolo...	79:14, 17	clock 90:13

160:5	165:15	121:24	47:19	complaint
close 33:11	166:24	122:13,18	72:16	184:17
closer 43:3	170:9	141:12	79:13	complement
48:8,11	collected	142:22	82:13	135:9
clue 59:25	18:18	155:25	88:16	complete
64:12	20:16	156:21	107:17,24	19:24
125:9	25:11	163:15	112:3	67:19
code 9:21	27:22	172:25	116:8	153:15
collateral	29:19	173:22	122:4	158:5
10:21	41:15	174:1	126:24	Completed
collect 18:5	42:18,20	collection	153:4	60:6
18:6,12,20	51:12	65:13	157:15	completely
22:19	59:11,16	82:14	158:13	165:24
24:10,14	59:19	102:21,24	comes 29:1,2	complied
24:17,20	62:21	105:18	33:12	160:17
24:23 25:2	70:12	112:17,18	coming	comply 62:12
26:2 36:13	74:17 75:7	112:19	145:11,25	complying
38:5,7,12	75:16	132:14	146:3,7	160:13
42:15	76:23	134:20	Committee	computer
43:12 45:5	78:17 83:6	173:2	98:22	153:19
55:16 74:5	94:1,11	176:20	Common 61:1	179:20,21
74:17,20	99:10	182:3	Commonwe...	conception
74:23,25	117:3	183:23	2:7 43:1	122:4
75:2,5,10	118:24	collections	54:1 60:10	CONCLUDED
75:20 77:7	122:7	52:2 77:19	76:8,11,24	186:23
77:9 78:14	126:8,16	87:13	83:20	condition
78:22,25	126:16	collector	141:16	62:11
79:3,7	127:2	10:3	187:1,5	confiden...
80:9 81:9	129:9	119:25	communicate	41:21
82:17 83:3	132:11	collectors	180:23	confirm
83:17	138:11	57:1 65:7	communic...	64:20
84:11 85:4	146:23	178:18	12:3 101:2	175:15,15
85:15	collecting	college	148:20	confirmed
96:17	20:9 33:3	120:22	companies	9:5
97:20 98:5	39:23	124:2	100:25	confused
99:8,22,22	41:16 42:4	Colon 22:3	135:14	146:20
101:4	43:2 71:25	Columbia	company 14:6	confusing
102:2,8	72:2,25	19:10	15:18	12:15 14:5
115:24	74:12 75:9	Columbus	23:11	167:3
118:2,21	75:18	47:21	58:14 66:5	172:4
124:16	80:12	combination	76:22	congress...
125:5,18	89:19	36:16	79:25	54:3 69:20
126:11,15	104:10,11	37:15	88:14	69:24
127:13,20	108:19	come 26:25	101:5,20	79:20,20
128:21	112:13	28:24	120:10	80:4,17,25
133:14	115:23	33:17	compelling	81:1,3,4
135:2	117:8,23	44:21	55:2 56:9	82:1,22
147:8,18	117:24	45:18,23	56:10,16	89:8 90:4
149:5	119:7,21	45:23 46:5	complain	113:5
157:24	120:9	46:16,18	38:14,20	174:17

congressman	29:2	155:2,3	49:2,10	22:11
115:11,11	112:13	contractor	51:13,19	43:19
115:12	continuo...	21:7,8	53:25 54:2	50:11,12
Connecticut	13:22	23:21	54:14,17	54:4,5,8
19:15 25:4	contract	98:10	54:21	56:7 59:15
112:8	5:10 20:14	130:16	55:16 61:6	61:1 76:18
169:15,16	20:24	contractors	61:13 76:6	80:25 84:3
connection	21:25 22:9	108:7	87:7 94:1	91:3,17,19
10:2	22:15,17	143:2	98:12	126:17
consider	22:18 23:2	155:12	105:17,19	138:25
88:12	23:14,24	contract...	108:18	151:25
107:20	32:16	26:4	110:22	172:16
118:15	36:14,18	contracts	118:23	173:18,22
considering	39:1,25	20:20	137:11	177:21
131:1	43:11,22	36:22	145:4,6	187:2
consistent	66:15 86:9	37:22,23	161:10	couple 40:21
72:22,22	86:13,18	38:3 99:22	169:19	47:8 67:17
Constitu...	86:19,21	135:2	176:4,9	69:20 70:6
54:13	86:25 95:6	180:10	182:21	70:8,11
111:23	95:7,19,22	182:9	correctly	76:3 78:5
113:25	96:1,5,5	convenie...	29:17	90:18
132:23	96:11,16	44:23	62:15,16	112:20
133:2	97:19 98:8	Convention	131:13	124:21
constitu...	100:10	96:7 120:6	CORTES 1:9	126:17
44:17	106:3,8,8	convince	cost 37:16	149:2
construed	106:14	57:18	99:16	160:25
165:22	110:5,7,12	143:1	106:15,17	161:25
consultant	110:25	178:16	130:22	164:3,9
14:2	113:22,23	cool 87:2,3	costs 129:18	175:3
Consultants	114:7	120:20	cost-eff...	184:6
21:10	130:8	184:20	99:16	course 24:13
consulting	135:1	coordina...	could've	51:7 79:2
1:5 7:10	150:9	100:3	144:2	94:2,2
7:22 9:17	179:5	copies 37:22	council	court 1:1
13:18,19	contracted	165:11	171:16,17	2:6 10:18
13:19 15:2	21:4 22:4	180:19	councilor	12:4 21:18
63:1	22:8 23:17	copy 146:16	14:3 119:3	60:10 61:1
115:19	24:4 44:19	153:19	councilors	68:21
168:24	58:13 66:3	177:24	87:23	93:11
contact	69:24	180:24	counsel 3:7	114:22
89:22	86:12 90:9	corners 56:7	3:14 7:8	115:6,22
149:3,3	90:12 96:8	Corporation	7:25 14:25	117:4,10
contacted	98:9	64:24	15:5	125:15
30:10	100:13	correct 7:15	187:18	133:18
43:18,20	101:16	8:18 21:22	count 169:13	134:3,14
96:6 173:8	111:22,23	26:1,23	counties	134:21
contacting	114:18	31:25 34:9	30:18 81:1	170:17
148:18	118:17	34:23	country	cover 44:7
context 55:8	132:3	39:25	142:14	181:13
continue	154:24	48:14,23	county 5:6	covered

161:20	130:6,7,21	134:7	111:21	defend 11:4
co-financed	131:2,14	daily 148:20	112:1	Defendants
120:12	139:23	Dakota 19:8	120:19	1:11 2:3
Craigslist	147:3	19:9 25:6	De 17:24	3:14
5:17 56:14	148:3,4,17	25:6 32:18	18:18,20	Defendant's
91:10	148:18	35:8 38:20	18:24 19:3	8:3,4,11
176:18	149:4,8	72:4,5	23:13,14	8:16 60:19
crazy 110:19	150:7	128:25	24:24 25:3	60:21
110:23	151:2,6,10	129:3,3,9	25:11,12	75:23 76:2
132:7	151:16	129:12,18	29:20 30:4	85:24 86:3
177:3	161:9	132:11,18	71:18	92:21,24
178:15	162:12,18	133:13	72:23 74:1	94:18,21
created	168:25	166:25	76:7 77:8	95:21
86:10	172:17	167:13	77:9 90:7	109:25
Creek 9:16	173:4,7	damage 10:21	95:7,12	140:3,7
9:19	176:23	Damon 88:3	96:17	172:7,11
Cromptaws	178:24	Darrell	110:4,8	175:8,12
141:5	179:1	111:25	169:2	176:3,11
Cruz 5:8,11	Cruz's 41:8	database	deadline	176:13
17:18,19	131:1	55:10	62:4,12	defensively
18:6 20:14	crystal	date 10:7	111:10,11	101:17
20:21 21:4	49:19	61:10,10	111:15	defined
24:8,11	cumulative	61:12	Deadlines	145:14
26:12,14	61:14	73:10	111:3	definitely
27:5,6	cured 62:14	112:16	deal 32:21	54:10
37:3,5	cycle 16:23	113:12	103:24	71:22 75:7
39:5,24,25	20:10,12	117:1	107:4	91:3
41:4,13	72:8 77:19	132:4	121:8	degree
42:5 47:22	89:9 111:3	138:25	130:20	121:11,12
47:25	114:11	166:5	136:8	121:14,15
48:14,22	118:19	167:24	dealings	Delaware
53:11	129:2	168:5,21	71:18	18:8,9
54:15,18	139:14	dates 168:6	72:24	20:23,23
55:8,16	cycles 104:9	dating 94:3	deals 101:12	24:12
65:11	Cynthia 2:5	David 62:24	debate 74:16	65:12,16
66:15	187:4,9,23	63:4,5	December	65:17,24
67:24 69:6	— D —	day 22:9	118:14	66:21,22
74:6,18	D 4:1 7:1	36:20 57:5	133:23	68:16
77:22	42:6 54:16	90:9	decent 164:7	78:20 79:8
78:13	dad 115:24	103:23	decided	79:9 138:6
81:19,25	116:3	157:18	124:6	138:6,7
86:7,12,22	125:15	174:12,23	declaration	delegate
89:19,20	134:9	174:23,23	138:16	92:4
89:21	dad's 115:3	177:12,13	139:9	104:14
90:12 92:5	115:9	185:22	declared	148:2,3
92:12 93:8	116:20	186:7	63:22	151:7,8
95:2	124:22	days 30:19	decs 139:5	153:2
104:10,11	125:25	44:22,25	deemed 7:21	173:7
104:12,21	126:22	45:2 70:6	defeat 88:15	174:5,20
113:18		70:8	defect 62:13	delegates

79:22	Denise 28:15	5:4	discovery	131:4,15
89:21 90:4	35:19	deserving	20:25	148:12
90:23	46:14	107:10	21:25	150:10
91:23 93:5	136:15	desire 43:9	29:16 58:5	dividend
104:12,12	137:5	developed	101:22	121:3
104:15,17	163:19,22	52:10	148:25	division
104:19,22	denote 15:3	devote	177:20,25	61:24
104:24	depend 90:2	173:12,13	discrepancy	161:1
113:4,4	depended	died 164:5	30:17	doctor 152:3
128:3	90:3	diehard	discussion	document
148:13	depending	137:4	4:3,7 7:7	58:4
149:14	73:3 80:11	151:22	8:7 64:4	141:11
150:10	depends	different	64:14	162:2
172:16,22	37:25 39:5	17:2 26:17	85:21	documents
173:1,3,24	89:25	37:2 38:18	106:2	180:23
174:25	deploy 73:9	55:4 69:19	176:1	dog 117:13
demanded	99:25	78:15,22	discussions	doing 14:17
30:21	103:7	79:1,4,5,8	154:7	15:4,11
Democrat	deployed	79:10,12	176:6	17:3 22:6
18:18,23	73:25	79:13,16	dispute 29:8	22:10
23:13,17	82:20	80:3,8,11	106:25	30:18
23:20	83:11,23	80:15	distribu...	32:25 48:2
24:24	84:6,22	81:10,23	54:7	55:4,21
27:18	85:14	82:21 83:8	district 1:1	57:17
29:19 30:4	142:3	83:14,19	1:2 19:10	69:25
37:11 48:7	depose 10:22	84:23,25	54:3 79:21	78:12,15
50:18	deposed 7:18	85:2,8,10	80:5,18,25	79:25
51:11	9:23 10:8	85:18	81:1,3,4	84:15 87:1
54:12,22	10:18,22	97:14	81:13 82:2	87:4 104:9
54:23	11:19	100:9	82:22 90:4	108:17
55:25 56:1	deposition	121:13	91:16,17	113:19
67:2 69:17	1:14 2:1	124:21	104:16	118:4
75:2 76:7	5:5 7:9,10	144:7,11	117:11	119:1,5,24
76:22,23	7:11,13,20	difficult	119:13	120:15
82:16 83:2	8:21 9:1	71:14	126:6	124:11
83:12,16	10:5,6,24	149:10,13	131:25	132:8
84:10,22	11:9,10,11	direct 17:19	132:4	134:2,16
95:9,10	101:18	20:21 22:2	148:13	147:10,13
130:12	186:23	98:24	150:4,24	148:9
137:1,7	187:7,14	directly	153:9	158:10
154:18,21	depositions	21:5 23:14	174:5,17	162:20
Democratic	73:12	24:4 43:14	districts	164:13,14
19:1 55:5	deposits	66:10,16	41:9,12	182:24
55:11,12	32:8,9	68:15 69:2	69:21 83:7	dollars
56:6	Deputy 3:11	98:21	90:18,19	51:25
105:18	Derrick	106:21	90:25	109:5
111:10	104:7	128:3	91:12,15	Don 9:12
136:23	describe	187:19	92:13	14:2 88:12
Democrats	111:19	disagree	113:6	Donald 22:19
54:16 56:2	DESCRIPTION	62:18	126:6	24:21

170:15	due 61:10,10	137:3	25:13	104:2
donors 116:6	61:12	163:3	32:24	108:1
door 39:8	133:23	Edee 23:7,9	58:21	118:4
50:15,16	duly 7:3	23:10	61:23 65:3	122:9,11
50:16,16	187:12	162:4,7,8	77:19	123:17
55:7,7	duplicate	163:1,2	96:18	132:6
90:20,20	94:24	educate	98:16	150:20,24
91:8 177:4	D-10 5:11	56:16	103:23	151:4
door-to-...	D-11 5:12	educational	132:20	152:19,20
39:11	D-12 5:13	120:23	133:8	153:5
55:21	D-13 5:14	Edward 28:14	139:14	155:22,23
144:10	D-14 5:15	Edwards	169:7,11	174:7
147:13	D-15 5:16	152:1,3,17	171:20	177:1
150:25	D-16 5:17	164:20	181:9,10	ends 68:22
173:22	D-4 5:5	effort 100:1	182:17	68:23
double 20:23	D-5 5:6	105:18	184:14	energy
105:15	D-6 5:7	155:15	elections	139:11
download	D-7 5:8	157:3	16:15 20:9	enforcement
154:4	D-8 5:9	161:9	87:16,17	142:24
179:20	D-9 5:10	efforts	87:19	engaged 33:2
downloading	D.C 21:12	65:14	165:14	engages
180:15	_____ E _____	117:20	Elizabeth	36:12 65:7
downloads	E 3:1,1 4:1	122:13	47:4,11	enjoy 74:12
179:25	7:1,1	123:9,9	else's	ensure 49:4
downtown	earlier	139:23	128:19	49:13
11:17	164:17	177:17	email 149:1	entered 57:2
157:16	167:1	eight 28:9	150:13	174:6
drill 65:6	168:1,2	111:21,25	153:22	entities
181:21	169:4	168:19	177:11	17:2
driller	earliest	either 10:2	183:17	entity 58:15
124:22	113:12	33:22	emails 5:15	entries
Dripping	early 43:21	46:18	172:12,19	135:17
9:14,19	114:24	52:17	employee	equal 10:9
drive 43:20	121:23	73:13	25:17	10:12
114:13	185:1,19	103:15	187:17,18	15:22 53:6
120:17	ears 34:20	119:17	employees	118:3
122:3	easier 21:17	123:6	25:16,21	171:7
126:3	26:7,9	159:15	enchilada	error 94:3
128:6	East 3:4	173:9	44:8	especially
drives 36:19	easy 26:13	Elect 133:1	ended 10:18	161:22
36:20	113:6	133:3,4,5	10:21	177:22
42:20	149:12	133:7	15:20	185:12
113:2	156:15	167:10,12	22:15	ESQUIRE 3:3
180:15	economy	elected 14:3	29:22	3:9,10
driving	124:8	15:20	30:18	essentially
114:11	Ed 35:17	87:23	44:18 48:2	53:9
dropped	45:11	88:15	73:21	established
18:14	46:13	115:12,13	84:17	166:5
92:15	136:15	election	92:13	estimate
drove 100:10		16:23	100:12	47:23

177:9,10	5:5,6,7,8	122:7	field 26:2	136:4,20
Evangelou	5:9,10,11	eyes 58:13	33:3	136:21
174:6	5:12,13,14	E-D-E-E	124:19	139:21
evening	5:15,16,17	23:10	177:23	148:18
73:14	8:4,11,16	e-mail 29:15	Fifteenth	173:18
event 50:15	60:21	93:10	2:8 3:12	177:17
127:12	75:23	109:24	fifth 91:16	finding 55:5
events 25:20	85:24	e-mailed	91:18	77:15
82:8 144:9	92:21	93:9	Fifty 27:4	fine 12:2,24
everybody	109:25		fighting	15:9,14
64:5	140:3	F	45:18,20	16:20
everythi...	172:7	fact 53:12	114:2	19:23
160:14,17	175:8	107:4	122:2	25:15
evident	176:13	143:19	figure 32:2	27:25 29:1
151:1	Exhibits	145:8	38:24	29:3 32:21
exact 10:6	94:18	fails 179:25	42:15	32:24
exactly	existence	failure	47:23	33:19,19
22:10 24:2	13:8 111:7	62:12	128:7	33:25,25
49:19 91:7	expecting	fair 40:11	138:5	34:5 42:14
105:23	123:24	123:1	179:8	60:23
106:10	expense	fall 70:10	181:21	64:11 97:5
127:18,19	37:15,15	falling 92:8	figured	119:19
131:17	37:21	165:1	130:24	144:1
149:7	expenses	far 42:2	149:23	185:20
152:9	40:10,17	farming 78:2	figuring	186:15
153:6	129:14,15	faster	114:3	finished
160:19	129:19,21	179:21	file 55:14	44:23
163:17	experience	fatal 62:13	58:3	131:25
174:9	55:3 71:5	father 134:4	171:24	153:11
EXAMINATION	72:7	father's	183:10	finishing
4:5 8:8	122:12	117:3	filed 8:17	73:15
example	explain 50:7	fault 30:16	59:10 61:9	finite 58:11
39:22 49:8	135:12	February	70:4	Finn 174:16
88:23	explained	68:23	114:25	174:18
89:20	49:20 50:5	fee 39:20	165:25	Fiorina
125:13	180:9	40:17,18	files 172:18	170:8
exception	explanation	107:21	filing 62:12	fire 152:25
33:6	12:1 71:17	130:4,11	73:10	first 7:3
excited	71:18	130:23	filings 61:6	8:15 11:25
174:7	72:15	feels 134:10	fill 105:2	16:6 22:8
exclusive	expurgated	fees 51:25	filled 63:20	43:16 50:9
98:25	166:3	fell 73:19	final 174:12	57:6,11
executed	extended	127:8	Finally 62:7	62:14
63:15	62:4	felt 31:20	find 62:25	70:23
96:11 97:1	extension	fewer 158:2	91:9 92:5	75:10
115:18	62:11	fiancee	96:24	78:13 87:7
exhausted	extra 107:9	30:23	101:11	96:9,11
92:6	109:5,9	fiancée	102:1	105:10,11
139:21	156:17	31:25	105:20	114:22
Exhibit 5:1	extractors	86:25	135:10,11	115:7

119:24	folks 33:2	formed 13:4	friend 66:2	Gary 99:10
121:16, 18	38:19	15:2, 6	105:22	162:18, 20
122:3, 17	39:15 51:5	16:15 17:3	134:14	166:21, 25
179:19, 19	57:22	17:7	friends	167:4
180:25	65:23	168:13	135:15, 15	171:20
187:12	67:25 72:1	former 17:20	front 39:10	gas 120:16
fiscal	72:1, 25	18:15	175:11	124:22
118:16	83:11, 23	forming	Fuente 17:24	gather 10:11
171:2	84:6, 21	16:10	18:18, 20	10:14 24:1
five 28:3	85:13	forth 106:6	18:24 19:3	119:12
45:11 47:5	89:20	146:15	23:13, 14	144:8, 9
83:6 90:4	111:17	forums 55:5	24:24 25:3	152:6, 8
90:17, 25	134:24	fought 10:20	25:11, 12	gathered
105:1	135:4, 21	88:4	29:20 30:4	11:1 39:9
116:24	156:19	found 100:11	71:18	39:11 57:6
117:2	158:3	105:21, 23	72:23 74:1	62:3 64:18
132:2	159:21	136:10	76:7 77:8	76:21
163:4	161:22	154:25	90:8 95:8	123:25
166:4	172:12	four 28:3	95:12	127:1
167:14	follow 16:20	44:22, 25	96:17	144:7
fix 172:4	18:3 44:6	45:2, 11	110:8	152:8
flake 177:16	77:23	47:5 48:2	169:2	159:3
flash 180:15	followed	68:5 75:3	Fuente's	gatherer
flat 36:25	108:10	88:6	77:9 110:4	122:22
37:7, 24	following	116:23	Fulbright	124:7
38:2 39:20	59:24	117:2	11:16	gatherers
44:2	106:21	163:4	full 9:11	25:22
flawed 63:25	168:25	166:1, 3	18:4 58:18	111:5
flew 100:10	FOLLOWS 7:4	167:9	100:16	135:9
Floor 2:8	follow-up	169:21	173:13	gathering
3:12	180:22	177:14	full-time	10:9 13:20
Florida 35:3	foregoing	Fourteen	148:14	13:23 16:3
36:9	187:7, 14	172:6	function	49:25 78:9
flow 71:9	forever	frame 74:3	69:10	100:1
flown 31:16	96:24	183:2, 3	fund 121:3	116:20
fluid 57:7	forget 105:3	Frankel	funny 174:14	120:13
fluoride	forgot 21:16	33:12, 17	further	121:16
87:24	30:25	36:10	66:16	133:10
fly 92:6	119:4	46:25	187:16	134:6
95:17	170:10	Franklin	Furthermore	135:14
114:13	171:8	171:5	62:5	141:17
147:15	form 62:24	frankly	future 12:6	142:5
flyer 177:20	63:8 86:19	71:12	---	155:22
flying	formal 43:22	105:4	G ---	156:4
114:11	formally	Frederic...	G 7:1	161:22
focus 13:18	17:10	89:12	Gailey 28:5	173:17
13:21, 23	formation	Freyermuth	33:8 35:9	gatherings
focused 89:7	14:23, 24	154:17, 21	46:7	123:19
Fogley 88:3	16:3	156:8	gained 151:1	141:18
folder 94:5	119:23	157:14	Gaming 168:3	general 2:8

3:11 25:12	100:12	giving 104:3	144:4,8,10	131:6,15
32:24 42:2	104:19,23	106:17,21	147:15	134:7
42:3,23,24	106:15	109:4	148:9,15	146:15
65:3 96:18	114:6,7	gleaned	149:25	147:12
98:16	115:11	183:1	150:25	148:11
115:19	123:17	go 19:16	153:5,12	149:12,15
132:19	128:18	26:8,12	155:1	149:16
133:8	132:8	27:2 30:13	156:1	150:23,23
169:7,11	134:9	30:23	158:7	151:3
171:20	144:11,15	33:23	160:5,6	153:4
181:8,9	149:7	36:13 38:1	163:18	154:10
182:17	150:2	39:11	165:9,10	158:23
184:14	151:4	41:10	166:13	161:16,16
generalized	153:1	42:13 45:7	167:24	165:11
177:23	155:5,13	47:7 50:13	172:17	171:1,2
generally	155:21	53:5 55:14	173:19	172:20
38:9 72:14	156:1	56:12 59:4	178:12	173:1
80:16	157:20	64:3 65:7	179:8	174:25
81:11 82:8	160:10	65:11	182:4	178:14
geology	172:19	66:21	184:16	179:5,20
121:12	174:5,8,22	68:12	goal 160:11	180:1
124:19	179:19	70:13 73:9	going 8:2,15	184:16
Georgia	girlfriend	75:10,18	9:4 13:3	185:16
19:18,19	180:1	77:24 78:1	24:8 26:10	Goliath
25:5 29:10	give 10:20	78:4,4	26:19	101:2
30:13,24	12:2 16:20	79:8,9,19	27:23 29:2	good 28:15
32:3 99:24	36:18 47:1	82:19	29:18 33:6	28:24 41:8
103:4	47:23 58:5	84:13 92:6	33:17	56:15 59:1
104:4	70:21	92:7,10,11	37:17 41:1	69:23
112:6	80:17	98:4 99:17	41:1 42:12	84:15
Gerald 28:20	86:15	101:14	44:3,9	121:8
28:20,22	88:16	108:4	47:22	124:10
28:22,23	93:17	109:22	50:15,16	130:25
36:4 45:12	103:8	110:25,25	55:7 56:11	156:15
46:19	120:3	112:1,5	64:12	157:21
105:22,22	121:4	115:10,10	67:20	158:17
106:8,11	129:13	117:8,8	70:18	166:4
136:6	135:20	118:15	71:14,25	179:7
137:7	153:18,20	119:23	73:14 76:1	gotten 77:2
Gerald's	160:24,25	120:18	86:23,24	87:23
106:9	165:12	121:4	90:20 94:5	171:8
getting 16:1	180:14,18	122:8	94:6 99:1	government
40:5 41:23	given 26:11	127:6,12	101:6	120:11
51:1 55:9	42:12	131:5	103:8	121:19
57:17	100:9	132:1	108:7	145:23
67:24	121:2	133:14	110:13	167:17
90:21	169:7	135:2	114:3,10	grab 73:9
91:23	172:18	138:5,8,18	120:16	graduated
92:13	173:3	139:21	130:22	122:21
93:22	gives 7:21	143:3,12	131:3,4,5	124:2

grand 30:1	117:6	halfway	hardest 71:1	172:13
32:22	120:16	111:2	hardworking	173:1,17
40:22,23	147:11	half-way	163:7	179:6
great 8:2	151:13,16	171:25	harmed	helped 18:13
18:3 47:3	152:6,6,17	hall 15:21	145:22	88:15
50:11,20	152:18	122:6	Harrisburg	105:1
112:3,5	155:7	Hampshire	2:9 3:13	115:12
184:22,24	163:7	19:15 25:4	79:15	116:20
greedy	guys 22:5	hand 100:16	141:5	119:2
107:12	26:11 27:4	handful	Hastings	125:19
green 30:13	27:4,23	41:11	47:4,11	134:13,16
54:13	31:20	101:5	head 63:6	152:8
97:11	33:20	117:5	70:22	153:10
99:21,23	41:23 43:5	handing	93:17	163:3
102:13	45:11	146:1	heads 149:22	164:13
103:3	47:16	handled	hear 12:10	166:17
160:3	49:17 50:5	44:25	12:10	helper 92:4
161:3	50:23 55:6	happen 87:6	101:7	134:15
165:3	58:5 70:12	94:3,9,14	heard 11:22	helpful
182:25	79:21 93:9	108:5	12:20	66:14
184:9	100:11	174:25	59:12	179:1
Greens	101:5,12	happened	62:18	helping
113:25	108:6	10:16	hearing 16:9	19:25
184:4	112:13	30:11 64:5	22:8 52:9	50:13
Greet 57:12	114:6	91:7,16,18	hello 57:12	54:24
ground 11:20	117:7,16	102:18	help 30:13	101:13
67:25 81:9	131:23	127:7	44:10,21	106:22
grounds 53:6	147:16	143:4,7,13	55:6 56:13	113:7
growing	148:8	143:15	57:19	134:2,5
120:25	149:11,14	144:2	67:18	153:25
guarantee	149:16	150:25	75:15	158:10
58:7,10	153:13,25	152:9	90:22 93:7	helps 15:24
guaranteed	156:14	happening	116:17,19	Henry 164:21
39:4	157:10,12	64:13	131:16	HERO 171:6
gubernat...	158:7	happens 35:4	132:1	hey 117:7
87:17	159:3	93:25	134:7	148:8
88:22	160:23,25	94:11	136:16,19	158:6
guess 34:14	177:19	107:12	136:20,21	162:19
42:5 44:20	180:18	happy 12:11	144:23	hi 50:10
101:17	186:9	32:14	149:5,7,12	high 44:14
174:10	guy's 148:8	hard 12:4	149:25	120:25
181:9		21:17	150:7	Hillary 49:9
gun 82:11,12	H	36:20	152:6,21	51:9
guy 28:20	Hale 33:11	77:15	153:6,24	hire 114:3
29:25 47:8	36:6 46:21	114:9	157:10	hired 10:11
47:17,18	half 17:21	134:8	158:18	21:3 57:22
57:8 63:6	62:21	147:17	161:18,21	66:4
67:7 88:3	109:6	178:16	162:3,16	124:21
92:3 107:4	120:16	180:24	164:3,9	126:5
107:9	153:9	181:25	165:6	127:20

184:11	171:7	78:5,21,23	85:14 96:3	7:18 10:13
hit 79:24	How'd 32:15	79:16 80:1	96:18 99:3	14:14
124:11	human 114:5	80:8 81:18	99:11,12	16:11 17:2
149:22	hundred 70:2	81:19	99:17	30:21
hits 177:6	94:13	84:10,15	108:7	60:12
hitting 55:4	109:5	84:22 98:7	110:20	114:18
hold 26:14	126:17	98:16,20	111:11	133:17
136:5	husband	100:8,19	143:2	173:15
holding	28:12,14	127:2,7	155:12	individu...
156:1	hybrid	166:24	161:22	7:17,23
home 35:5	129:13	169:4,15	163:8,9,16	165:16
157:15	hydra 185:11	imagine	164:11	individuals
homework	hysterical	185:10	independ...	26:2 36:22
179:9	93:11	immediately	182:19	100:20,24
184:16,19	I	30:22	Independ...	135:1
honest	idea 130:25	31:25 96:8	52:19	inertia
147:15	identical	124:17	73:18 99:6	114:5
honestly	68:20	impact 122:5	113:9,11	inflection
44:10	175:13	important	Indiana	12:6
Hopefully	identifi...	107:13	17:21 18:7	inform 64:5
184:25	8:5 60:22	181:1	18:14,17	information
185:19	75:24	impossible	18:17,19	18:4 31:24
Hornak 62:10	85:25	70:22	18:22,24	55:17
horrible	92:22	157:8	21:1,2,13	176:7
164:4	94:19	inaccurate	21:20 22:7	182:10
hotel 79:13	110:1	166:12	22:22	183:1
84:3 185:5	140:4	incidents	24:11,15	initially
hotels 79:12	172:8	142:14	24:18,21	150:20
84:2,9,25	175:9	included	24:25	initiative
85:2,10,18	176:14	145:18	65:11,15	16:22 61:5
hotel's	identified	incorporate	65:19 68:1	89:2 100:4
179:21	5:4 176:3	130:22	68:4,9,10	146:12
hour 37:14	identify	incorrect	68:15,17	171:22
106:14,20	86:6	95:14	68:23 69:2	initiatives
108:2,6	158:24	indemnif...	69:20	114:1
130:13	Illinois	39:2	74:23,25	injunction
155:17	18:7,13,23	independent	77:24 78:6	61:11
hourly 39:19	18:25 21:1	19:4 20:7	78:6,25	insane 91:5
55:6	21:2,13,20	24:3,4	79:1 80:2	installed
107:16	24:11,15	25:11	80:4,14,23	122:6
108:12	24:25	31:12	81:25 82:1	instance
hours 107:16	34:22	37:19 42:6	83:2 126:2	144:15
house 55:11	65:11,15	48:9,11	126:3,20	instilled
55:11,12	65:19	52:1,21	127:6	57:22
84:4,5,8	67:25 68:7	53:24	149:10	instructed
houses 55:19	68:10 69:1	54:11,13	169:3,14	51:5
Houston 10:9	70:10,11	66:4 67:15	170:13	intending
10:12	70:15	70:17,20	indirectly	180:14
11:15	77:24 78:5	72:8,23	187:19	intent 94:10
118:8		75:5 85:3	individual	101:14

interacting	24:12 25:5	168:15	84:15 94:8	185:18,21
142:25	65:12,16	184:13	101:13	186:1,6,12
interested	65:25 66:1	Jake 26:13	108:16	186:16,20
16:1,21	66:9,19	30:20	148:14	Johnson
73:17	68:16 78:3	31:16,18	160:10	99:10
162:17,21	78:20 79:9	31:21 32:5	165:25	162:18,20
173:7	113:4,4	33:7 41:15	Joe 47:17,20	166:21,25
177:14	169:5,6	57:5	171:3	167:4
187:19	issue 53:7	116:19	Joel 3:10	171:20
interesting	57:19	120:1,14	4:6 7:6,16	Jon 100:25
120:14	91:22 96:4	120:16	8:1,9,24	JONATHAN
122:12	123:14,15	123:5,12	15:8,13,25	1:10
171:11	146:11	123:13	19:22 20:1	Jovan 159:19
interject	issued 61:11	125:2,19	20:4 23:12	159:22
71:4	issues 9:9	126:23,24	28:21 31:4	165:3,4
Interrog...	30:15	126:24	41:25	judge 59:14
5:14	91:21	127:1	45:21	61:20
175:13	124:15	134:11	52:12 53:1	62:10
176:8	126:12,23	144:2	53:23	64:17
interrupt	it'll 21:17	152:19,21	56:22	117:11
45:16	107:24	152:24,25	59:25 60:1	judge's
INTERRUP...	166:13	152:25	60:14,17	63:18,25
31:2 45:19		156:20	60:24	July 43:20
invalidate	J	157:15	64:10,15	43:21
11:1	J 3:9	164:21	71:16	118:4
invoiced	Jack 101:21	168:5,8,15	73:24	jumbled
29:17	Jackson	January	75:21,25	14:13
invoices	25:19	26:13,15	85:22 86:1	jump 79:23
180:10	47:17,20	26:19 32:7	92:19,23	82:6,15,21
involve	Jacob 28:1	68:22,24	93:15,20	83:5,12,19
119:7	30:12	70:5 90:10	94:16,20	84:2,23
involved	39:15	Jaworski's	95:20	85:7,15
13:22 16:2	Jacobs 28:1	11:16	109:20	jumped 80:6
17:10,13	34:8,23,24	Jennings	110:2	81:16 82:4
17:14 52:2	39:16	46:5 70:11	136:17	82:14
60:11	41:15	84:12	139:25	84:24
175:19	42:16	143:7	140:5	jumping 81:4
involvement	45:22 82:7	164:20	141:9	81:15,17
154:17	91:10	Jessica 22:3	154:6,23	81:21 83:9
in-between	123:6	Jill 167:4	162:9	85:1,11,19
122:24	125:1	169:21,24	164:10	June 43:21
in-state	127:20	Jim 152:1,3	172:5,9	179:3
48:20	129:5,6	152:5,17	175:2,10	jurat 63:10
63:17,23	132:9	152:21	176:2,15	63:10
102:20	135:3,24	153:11	178:17	Justin
103:10	136:24	164:20	179:15,22	154:17,21
145:4	137:10,13	job 30:24	180:16	155:20,23
Island 18:7	137:14,15	65:7,8,8	181:6	157:14,20
19:16	153:5	66:12	184:3	158:4,17
20:22	156:19	69:23	185:6,13	159:16,22

159:25	164:5	88:6,14	144:2,3,6	La 17:24
164:24	165:22	89:16 90:3	144:15,18	18:18,20
K	170:3	90:14 92:9	149:9,11	18:24 19:3
Kathy 47:7	174:14	92:15 94:4	149:14	23:13,14
47:15	178:15	94:23	150:10,21	24:24 25:3
keep 15:17	kit 61:18	99:18	154:1,9,15	25:11,12
80:16 81:6	Kitchen	100:4	156:3,12	29:20 30:4
158:23	119:11	104:16,20	156:14,16	71:18
Kemit 105:5	171:16	104:21	157:7,10	72:23 74:1
105:7,8	kite 92:6	105:23	158:4,5,10	76:7 77:8
106:10,10	147:15	106:9	158:19	77:9 90:7
136:6,9	knew 14:5	107:23,25	159:2,9,11	95:7,12
155:20	17:6 41:1	108:2,6,17	160:9,22	96:17
156:12	55:19 66:8	108:17	160:24	110:4,8
KENNETH 3:10	151:12	110:24	162:18,20	169:2
Kennett 3:6	162:17	111:2,3,20	162:24	labor 161:2
Kentucky	know 11:7,7	111:25	164:8,22	lacking
35:3,4,10	11:8,23	112:2,5,6	164:22	161:23
112:6	12:6,7	112:22	168:21	lady 47:4
Kentucky's	15:18,19	114:5,13	170:3,4	100:13
35:5	16:19 17:5	114:15	173:5,8,10	173:20
Kermit 105:9	22:6,13,14	115:18,21	173:14	language
kicked 151:5	24:9 25:19	116:4	174:4,10	64:17
151:6,16	27:1 28:6	117:6,13	174:22,24	lasting
171:9	28:7 30:21	117:17	177:5,10	122:5
killed 172:2	31:20 32:4	120:11,12	177:15	late 43:21
kind 14:13	32:10,11	121:10	178:5,11	118:12,13
15:24	33:13 34:6	122:4,20	179:3,3	118:13,13
39:13 57:1	34:6,7,13	122:20,23	184:14	171:1
57:3 70:7	34:14,15	122:25	185:24	174:19
77:13	39:7,8	124:8,9,25	knowing	laugh 34:11
79:21,24	42:21 43:7	125:4,13	73:18	Lauren 160:3
112:8	44:6 50:17	126:5	knowledge	161:3,4
114:8	50:24	127:25	12:21	165:3
116:8	52:22 53:4	129:22	51:20,22	law 44:16
120:13	59:5,16	130:25	76:13 85:9	49:19
124:8,11	62:18,19	131:11,24	142:3,21	52:10
126:22	64:7 66:9	132:5	143:4	142:9,18
127:8	67:18	134:8,9,10	161:12	142:24
129:13	68:21 70:2	134:15,16	known 34:18	lawfully
132:24	71:11	134:17	54:9	157:14
134:10,15	73:11 75:8	135:14,15	knows 127:18	160:14
149:21	75:16,17	135:19	Kyle 87:23	laws 39:7
150:4	77:3,6	136:9,10	88:1,2	44:7
152:22	78:1,4	137:9,17	171:23	lawsuit 90:9
154:16	79:19	138:4,8,10	K-E-M-I-T	92:3 145:2
156:15	80:21,21	140:7	105:9	lawsuits
160:9	82:23	143:11,12	L	71:12
162:21,23	84:21 86:4	143:15,19	L 3:10	lawyer 86:25
	86:15 87:1	143:21		110:25

lead 178:23	97:24 98:6	165:9,19	157:8	174:11
leading 51:1	98:15,21	169:8	locations	looks 76:2
leaflets	99:3 100:1	181:7,17	78:16,22	. 76:14 77:7
146:1	100:7	listed 27:21	79:1,4,8	95:24
leave 153:1	101:3	42:22 65:1	79:10,13	165:16
153:2	102:15	65:23 73:1	80:3,8,11	172:11
leaves 62:8	114:8	74:8,18,21	80:15	looming
Lee 104:7	120:6	75:3,6	81:10,23	111:3
left 68:6	127:3	78:18 85:4	83:8,14	lose 41:1
84:14	128:23	165:8	85:8	losing 29:22
113:3	132:19	listing	112:14	122:11
115:9	162:15	34:15,16	logic 63:25	177:1
122:4,8	182:24	150:14	Lone 171:22	lost 29:20
125:25	183:9	172:12	long 12:2	29:25
126:25	184:4,9	lists 47:9	42:12	31:20
174:22	Libertar...	literally	120:1	32:20,22
legality	98:5	106:17	127:11	lot 29:25
44:16	113:17,25	111:4	160:13	30:14,18
legally	library	litigation	169:7	31:17
157:13	157:16	60:9	look 8:11	36:18,21
legislators	lift 119:2	little 32:12	9:2 32:4,4	45:10
172:2	liked 70:3	50:6 69:19	33:21	51:24 56:1
legitimate	155:25	71:20 78:9	44:16 45:7	59:15 75:7
30:19	liking	100:8	47:7 66:21	75:14
178:16	155:22	121:12	73:17	77:16 82:8
Leonila	limited	125:21	75:18 76:3	82:11,12
171:8,13	64:24	127:18	86:3 94:22	82:15
let's 16:12	120:11	134:15	95:5	86:14
17:9 27:3	121:19	146:14,20	113:21	99:16
27:5 39:22	131:15	147:10	114:6	103:22
39:23 43:6	167:17	156:17	118:15	104:8,8
78:12	173:16	167:25	127:9	106:9
89:18	line 96:20	170:10	129:22	107:12
97:16 98:4	lines 182:3	live 9:13,14	138:18	114:6
114:16	list 5:9	lived 116:21	139:2	116:7
119:23	19:24 26:8	lives 138:7	140:7,22	124:23
125:3	33:5,18	living 11:3	143:12	135:19
126:8	42:12	LLC 1:6 7:10	146:14	139:10
146:14	45:10,14	13:6,8	161:17	142:17
166:13	70:21 73:8	17:7 23:23	165:19	153:13
179:17	88:16 92:1	101:21	167:24	154:15
186:7	92:1,4,25	LNC 98:24,25	168:4	158:8
level 43:1	101:6	lobbying	175:12	159:3
Liability	103:8	172:1	looked 51:21	162:18
64:24	123:8	local 22:11	110:8	164:15
Libertarian	147:11,12	22:12,14	138:22	165:7,23
96:6 97:9	148:23	154:25	looking	169:19
97:19,20	150:9	located	64:16 71:2	179:1
97:21,22	153:11,13	56:18	124:18	180:6
97:22,23	163:13	location	166:8	love 22:6

154:7	47:18	135:24,24	87:3 89:25	119:4
lower 131:11	64:23 87:1	137:3,5,21	91:7 95:3	mentioned
Lowman	127:9	163:3	104:20	54:18 55:7
164:21,22	129:22	Masons 91:11	107:6,16	132:3,10
164:23	139:21	Mason's	110:22,24	132:10
LP 102:13	164:25	137:21	111:19	152:1
Lukens 28:3	167:24	Massachu...	112:24	164:17
35:2,3	manage 78:14	19:15 25:4	121:9	message
46:2	manager 14:2	35:25 36:1	123:20,21	96:23
lunch 93:22	managing	36:2,3	126:16	met 57:5
Lynch 28:2	100:22	66:2 112:8	128:5	123:7
28:18,19	manpower	Masters	130:24	127:1
33:7 34:25	44:13 90:6	23:23,24	132:1	128:2
35:1 41:16	90:21	math 48:1	134:5	140:23
42:16	map 55:10	matriculate	135:8	method 71:20
45:25	Marcus 87:25	116:7	136:5,20	methodology
103:22	marijuana	matter 18:9	142:8,13	37:10
169:24	168:19	80:23	142:20	Mexico 19:11
Lynches	mark 7:10	86:17	144:3	25:7 30:24
39:17	8:2 28:5	Maul 150:15	145:15	31:1,6,17
Lyra 28:16	33:8 35:9	174:18	147:18	Michael 21:9
36:2 46:17	46:7 60:15	mayor 10:19	148:20	21:9,14
164:20	75:22	ma'am 57:13	151:1	28:15 31:3
173:21	85:23	McConville	152:11	31:11
184:13	92:20	159:13,14	155:2,2	35:21 46:5
	109:21	McCulloch	156:24	46:15 66:5
M	140:1	100:25	157:1	66:8 70:11
mad 22:12	172:6	Meader	158:9	84:12 91:6
152:24,24	marked 8:4	101:19	160:11,20	143:7,21
154:16	8:10 60:18	mean 8:17	163:11,12	143:25
170:2	60:21	11:6 13:13	166:23	156:13
madness	75:23 76:2	14:4,7	167:24	164:14
71:21	85:24 86:2	15:15,23	172:3	172:15
mail 173:9	92:21,24	17:8 19:21	178:14,22	173:21
mailers	94:19,21	26:24	180:11	Michigan
115:21	109:25	34:18,20	meaning	56:19,21
major 52:20	140:3,6	37:18,25	40:15 81:2	MIDDLE 1:2
177:12	172:7,11	40:20 43:4	meant 112:11	Mike 17:18
majority	175:8,11	47:8 48:12	medical	133:1
38:3,6	176:11,13	48:20 49:6	168:19	164:20
64:18	markets	49:17 51:2	meet 120:15	Mildred
156:11	177:14	51:20,24	143:25	33:12 36:8
making 22:16	MARKS 1:10	53:4 55:23	meeting 16:9	46:23
31:21 32:7	Maryland	57:5 60:9	megabytes	million 11:6
51:10	35:14	62:18	180:6	88:4
108:15	Mason 28:14	63:21	mentally	185:10
160:9,13	28:15	67:18	91:5	Milton 28:2
177:3	35:17,19	68:20 71:1	mention	46:2 164:8
man 19:8	45:11	72:11,15	21:16	mind 33:12
34:16 47:8	46:13	75:7 77:16	41:19	50:12

139:24	139:10	47:18	113:4,8	167:9,16
140:22	145:21	82:23	114:8	news 34:20
mine 134:14	156:17	88:14	117:7	nice 132:6
mine's 66:2	monitoring	101:21,24	137:14,15	139:21
Minnesota	185:5	105:10,10	138:1,15	niche 13:19
19:12	Montana 19:9	105:11,12	138:20	16:3
minute 8:11	25:6	105:13	139:6	Nicholas
9:3 94:22	month 116:23	119:1,17	147:18	28:6,7
175:3	133:24	138:25	149:12	Nick 35:13
minutes	148:15	153:12	160:19,20	46:9
161:20,25	months	154:20	160:21	NICOLE 3:9
missing	116:21,22	177:2	161:19	Nigerian
96:22	116:24,24	named 28:20	165:21	178:15
mission	117:2	47:4,8,17	166:3	night 74:16
44:11	133:24	47:18 88:3	173:18	96:7
Mississippi	morning 34:1	101:23	174:12	nine 95:6
19:13 25:8	186:8	173:20	183:20	186:8
Missouri	mouth 50:9	names 45:9	needed 73:3	nixes 58:25
88:23	135:13	47:2,7	84:18	nods 12:3
mistake	move 68:1,15	92:1	90:21	nomadic
163:14	80:8,14	117:17	97:15	111:4,7,17
Mitchell	91:23 92:9	150:6	107:5	111:19
88:3	112:4	154:1	112:1	182:2
mobilizing	131:23,25	161:18,21	120:17	nominating
91:22	182:1	161:23	124:9	5:7 44:6
modalities	moved 68:3,3	164:3	147:6	63:3,12,20
144:11	68:4,8,8	172:19	162:15	63:24 76:6
mode 114:12	131:24	175:18	174:10	nomination
modes 144:11	moving 21:12	National	needs 145:16	50:20
moment's	110:18,23	23:11 96:6	169:19	53:18
73:2	111:12	98:21	175:20	62:23 63:8
money 22:16	174:24	120:6	Neither	167:9,16
29:8,22,25	multiple	nationwide	139:19	nominee
31:19,20	49:16 53:6	56:23	networking	53:12
31:21,22	154:11,11	natural 71:9	162:23	non 104:1
32:12,13	multi-one	nature 10:24	178:11	nonverbal
37:15,15	95:1	11:3 13:17	never 54:25	12:3
37:17,21	municipal	145:2	55:3 56:13	Nope 40:11
38:8 41:1	87:16,19	Near 56:8	78:2 88:13	46:1
41:3,8	municipa...	necessarily	120:23	normal 63:16
56:12 59:8	57:25	182:9	139:24	normally
75:15		necessary	nevermind	63:15,16
80:20,21	N	62:9 92:10	20:3	North 19:8
96:4 107:9	N 3:1 4:1	necessity	new 19:11,15	25:6 32:18
107:11	7:1	145:3	19:16 25:4	38:20
113:8	nail 10:21	need 36:15	25:5,7	128:25
116:8	name 9:11	52:15,17	30:24 31:1	129:2,3,9
121:9,17	15:23 17:6	54:8,9	31:5,16	129:12,18
122:16	23:22	56:3 65:6	33:10	132:11,18
124:14	25:19 33:4	71:11 72:3	165:7	133:13

166:25	number 5:4	oh 8:23 19:8	oil 124:22	98:1, 19, 23
167:13	28:1, 2, 2, 3	19:15	okay 8:25	99:5, 14
northeast	28:3, 6	28:14, 19	11:5, 18	100:21
68:11	38:12 56:4	29:10	12:8, 12, 17	101:25
164:15, 16	65:1 75:6	30:25 47:8	13:1, 12	102:5, 10
Northern	110:5, 6, 7	47:18	14:9, 21	102:12
83:1	152:1	48:16	16:11, 13	103:12
notariza...	154:17	51:24 54:6	16:25	105:14
40:18, 22	163:16	64:23	17:11, 15	106:13, 19
52:16	165:14	65:18 66:7	18:9 25:18	106:23, 24
62:20	167:4, 9, 14	66:24	26:18, 20	108:11, 22
63:11, 16	167:16	68:13 74:9	27:2 28:10	108:25
93:23, 25	168:19	86:15	29:4, 17, 17	109:7, 19
94:11	169:14	91:19 94:2	30:1, 2, 18	109:21
102:23	174:9	96:1 102:9	33:16, 18	110:13, 16
103:14	178:2	104:20	37:14 39:2	110:22
129:15		108:25	39:24	111:14, 16
145:6, 7		113:14	49:21	112:3, 4, 10
notariza...	O 7:1	129:8	50:11 53:2	112:21
40:23	object 10:16	130:15	53:14, 21	113:14, 20
notarize	38:15	141:7	58:10, 15	114:4, 19
107:5	objection	142:1	59:6 60:2	115:5, 8, 14
notarized	6:1 61:3	151:8	61:17, 19	115:20
49:2, 3	Objections	155:8	64:9 66:7	116:15, 25
51:19, 23	5:16	160:7	66:11, 20	117:12, 15
62:1, 7, 19	obviously	161:5, 7	67:5, 9, 9	117:18
62:22	32:9 95:13	163:14, 14	67:22	118:1, 5, 7
75:19	150:3	163:14, 14	68:13, 19	118:9
76:14, 18	158:5	163:14	69:8, 12	119:9, 18
94:4	175:19	164:22	70:1, 14, 25	120:21
108:24	occurred	172:23	71:23 73:5	123:4
128:9, 10	17:15	176:23	73:7 74:13	124:2, 6, 13
notary 2:6	occurs 93:24	180:3	76:5, 17	124:20, 24
51:24	odd 132:24	182:18	77:1, 4, 21	125:8, 14
63:15	odds 144:16	183:19	78:8, 10, 19	125:17, 24
128:15	offer 55:2	185:7	79:6 80:19	127:10, 15
130:3	56:9, 10, 16	186:5	81:12, 14	128:4
187:4	136:8	Ohio 19:8	82:10, 25	129:17, 20
notes 26:16	offered	25:5 36:7	84:16	129:24
143:13	32:17	44:23, 24	86:16 88:8	130:9, 19
179:16	158:5	47:13, 21	89:15	131:18, 20
notice 5:5	office 11:16	96:2, 8, 18	90:11	134:1, 12
7:11, 13	officer	97:25	91:14, 19	135:7
8:21 73:2	142:9, 24	98:24	92:14, 17	136:7, 22
noticed 7:9	143:17	99:13	93:12 94:7	137:5, 19
7:17	officers	100:3, 8, 10	94:15	138:9, 13
135:21	142:18	101:7, 14	95:11, 21	138:17, 21
not've 50:7	Offices 2:7	110:12, 14	96:10, 14	139:3
November	official	111:21	96:14 97:3	140:15, 17
118:14	58:21	171:20	97:10, 13	140:20

141:23	173:18,25	180:23	116:12	51:24 55:6
142:1,11	175:25	openpitt...	outsourced	58:18 59:6
143:4,11	176:23,25	61:2,22	90:16	59:12
143:23	177:17	operated	out-of-s...	86:24
144:5,13	178:7,21	87:8	62:3,6	116:1,3,4
144:17,22	179:14,23	opinion 5:6	overflow	122:15
144:24	180:17	60:25	157:22,23	123:10,11
145:1,20	181:11	62:25	158:13,16	123:18,18
146:25	182:6,13	63:19	overhead	123:21,24
147:22	182:18,23	opportunity	40:14	125:20,21
148:1,10	182:23	43:17 92:7	overly	127:17,19
148:11,21	183:8,12	opposing	185:25	129:7,10
149:19	183:19	14:25	override	149:24
150:12,15	184:5,22	optimistic	47:6	155:5,19
151:8,14	185:7,7	185:25	overseeing	155:21
151:17,23	186:8,17	oral 36:14	100:22	158:2
152:15,23	186:21	order 69:17	overwhel...	pair 147:14
153:8,14	old-fash...	71:15	64:18	paper 30:16
154:13	171:25	173:9	owe 29:10	54:8 61:25
155:4,6,11	omit 17:8	orders 100:4	32:11	62:24 63:3
156:10,18	once 10:4	ordinance	owed 29:9	63:8,12,20
156:23	15:1 57:14	10:10,12	31:19,22	63:24 94:1
157:19	65:21	10:14	31:23 32:5	94:5
159:5,10	73:11 78:3	15:22	96:4	144:12
159:17,19	131:24	118:4	107:17	180:19
160:3,7	ones 17:9,12	171:7	owes 32:12	papers 53:16
161:3,5,7	20:20	Oregon 89:2	owner 122:6	paperwork
161:14,24	129:9	120:2,7,17	o'clock	36:20
162:14,22	131:16	121:20	59:23	106:6
162:25	151:24	167:17	186:8	pardon 57:13
163:6,14	157:15	organically		parents
163:23	160:1	172:2	P	116:21
164:19	161:11	organiza...	P 3:1,1 7:1	park 121:9
165:13,17	165:19,21	120:12	PA 3:6,13	parking
166:7,11	183:5	original	183:9,24	153:1
166:13,15	one's 17:2,2	52:9 61:9	page 5:1,3	part 13:19
167:2,4,9	94:5 101:1	61:10	6:1,3 9:3	49:7 65:19
167:16,20	101:1	96:25	63:14	81:1 88:12
167:22	online	originally	75:19	121:2
168:3,9,14	131:16	44:3 54:25	95:24	132:3
168:22	Open 42:6	68:6 71:2	140:14	158:12,13
169:5,18	43:4,7,11	90:5 96:2	174:15	165:2
170:1,5,6	43:14,23	132:2	175:20,22	183:22
170:11,15	58:6,7,20	148:7,11	paid 29:23	184:25
170:19,23	59:1,9	149:8	29:23	partaking
170:25	61:4 62:8	150:23	30:21 32:5	49:23
171:5,16	63:14	output 104:2	36:23	particular
171:20,22	163:19,22	outreach	37:18 38:4	101:10
172:10,15	164:1,2	77:17	38:22,23	parties 4:3
172:23	opening	outside	39:1,21	4:7 16:16

124:15	74:20	22:20	127:12,14	67:17 68:5
126:12	81:18,25	24:12,25	128:11	68:7,11
177:23	92:2,4	25:5 28:13	129:10	71:11
187:17	93:3 126:1	29:19,21	130:3,12	72:16 78:5
partner	126:9,15	30:5 32:7	132:10,14	78:6 80:4
164:16	129:11,12	34:9,23,24	133:13	80:7 81:8
parts 82:21	132:15	35:18,20	135:22	82:11,12
83:19	151:13,15	36:5 37:3	136:4	82:20
84:23	151:15	37:4,12,20	137:10,22	84:14 90:5
party 16:22	166:2,2,16	38:16 39:6	139:23	90:7,15,17
19:4 22:11	179:10	39:24	141:12,16	91:11,22
23:14	Paulie 33:12	41:17 42:4	142:3,16	92:5 99:25
30:13	33:16,17	42:16,19	142:22,24	100:16
31:12,13	36:10	43:1 44:19	143:9,10	101:10
52:20 97:9	46:25	44:24 45:4	143:17	102:7
97:11,20	Paul's 19:25	47:23,25	145:8,12	103:16
97:21,23	175:23	48:7,10,15	145:25	105:1
98:6,6,16	pavement	48:17,23	146:3,7,22	106:22
99:7,9,15	124:11	50:2,10	147:5,19	107:12
99:21,23	pay 30:2,8	51:5,11,13	149:11	108:3
100:8	31:21	51:17	150:18	111:7
102:14,15	39:15,17	54:12	151:17,18	112:7,8
103:3	39:18,19	65:12,15	152:17,18	113:7
111:23	39:20	65:25	153:24	121:4
113:7	41:14	68:16,18	155:8	124:21
127:3	56:11	68:22 70:8	156:19	131:4,5
132:19,24	67:20	70:9,23	164:12,14	134:17
132:24	116:3	72:2 76:8	166:18,23	135:13,15
133:2,7,8	120:16	76:15,16	166:24	135:19
167:9,16	123:12,13	77:25	169:14	136:12
182:24,25	123:14,14	79:10,14	171:12	138:19
183:9	123:16	81:8,9	172:13	141:19
part-time	129:25	83:16	177:7,18	142:2,14
25:17	156:5	89:18,19	178:18	142:17,25
pass 130:10	paycheck	93:22,24	182:4,11	143:13,24
146:15	155:14	95:10	187:1,5	144:8,9,10
passed 130:4	paying 15:19	97:23 98:7	people 16:7	146:4
130:13,14	106:20	98:17,20	17:4 22:23	149:2
130:15	107:9,20	99:24	26:21	150:1,2,6
155:17	payment	100:14	32:19 33:5	153:13
pastors	38:11	101:3	33:10,11	154:15
10:22	107:1	102:3	34:6 36:12	156:11
Paul 3:3 5:9	PEDRO 1:9	103:4,4	36:16	162:3,18
17:18	Penn 152:3	104:11	42:22,25	162:23
18:11	152:14	105:24	45:4,15	165:5,7
21:13,20	Pennsylv...	111:9,10	47:5,5,8	172:13
24:15 27:9	1:3 2:7,9	111:11,21	47:10 49:5	173:4,6
27:9 66:23	18:10,22	112:12,15	49:14	178:12,13
69:1,5,6	18:25 19:8	112:17	53:16 65:1	178:13,16
69:15	20:22 22:7	126:3,7,18	65:4,20	181:8,20

184:11	168:22	103:18	157:16	42:19
people's	person's	143:1	164:1,2	45:18,20
92:1 164:3	57:12	148:5	place 11:11	90:7 91:21
percent	per-sign...	167:10,16	62:9 108:9	113:6
58:12,17	37:16	168:20	132:11	179:7
70:13	petition 5:7	177:4	187:15	Police
94:13	17:23	petition's	placement	143:17
percentage	21:10 44:6	63:25	177:11	political
59:6	49:5,6,8	petition...	places 65:20	13:18,19
perennial	49:22	66:2	122:24	115:19
125:16	53:16	Pflugerv...	128:22	142:6
perfect	58:13	88:5	Plaintiff	Pool 1:6,15
36:17 87:4	61:25	PGH 43:4	7:18,23	2:3 4:4
153:23	63:14,24	63:14	Plaintiffs	7:3,11,17
163:18	69:9 76:6	163:19,22	1:7 3:7	7:21 8:10
perfectly	76:12	Phelps 89:9	plan 104:14	9:12 13:14
68:25	80:23	Philly 79:15	104:14	14:4 43:12
period 17:13	84:18 98:6	106:1	108:9	76:1 77:20
38:23 78:7	99:3,15	phone 8:6	115:18	86:2 93:21
171:10	111:5	32:19	131:18,19	114:18
periods	120:10	71:11	plane 31:17	116:12
26:17	122:3,22	105:15	31:23	117:22
70:19	128:19	115:21	planning	118:2,21
permit 103:1	138:23	165:23	71:6,13,22	118:24
permutation	145:9,23	phonetic	116:7	119:20
72:16	157:2	33:11 52:4	138:23	133:17
person 21:4	161:11	66:3	Pleas 61:1	139:16
55:14 57:6	163:24	101:19	please 9:11	140:6
74:9 75:14	171:18	PI 16:9	12:2 75:22	171:3
80:17	183:9	pick 49:11	109:21	172:10
91:25	petitioner	186:8	136:1	175:11
101:23	29:24 61:2	picked 117:6	172:6	176:3
103:17	63:21	picking	176:16	187:8
108:15	139:5	84:17	plug 72:11	portion 98:8
144:4	158:11	piece 94:1,4	174:9	155:23
174:19	petitioners	Pike 3:4	plus 37:13	possible
177:13	43:19 58:1	Piro 2:5	37:16,16	41:6 75:16
183:13	58:3 67:20	187:4,9,23	37:21 41:7	84:8 126:1
personal	79:24	pissed 153:3	58:12	143:18,22
71:4 74:14	92:11	pitch 57:17	129:18	157:11
145:23	101:11	Pittsburgh	160:21	158:11
151:13	119:4,11	17:23 42:7	plussed	160:2,12
personally	petitioning	43:7,11,14	104:2	160:18
11:14	145:15	43:23 58:6	pocket 29:23	172:21
22:23 74:5	petition...	58:7,16,20	145:21	180:2
80:5 85:5	145:18	59:2,9	point 12:10	185:11
101:15	petitions	60:9 61:1	12:14,23	possibly
102:4	49:16	61:4 62:8	15:5 16:17	66:21
105:2	50:21	63:6 112:4	28:15	143:15
142:13	69:16 81:5	112:4	29:13,13	posted

176:18	113:6	27:10,13	100:6	10:25
pounds 151:2	114:14	27:16,19	104:21	38:11,18
practice	119:22	27:24	107:25	49:24 50:9
51:4	120:20	29:21 42:1	109:8	56:17 59:7
145:22	124:10,18	42:22,24	113:17	71:13 87:2
practices	127:11	44:8 55:1	114:22,25	107:14
49:18	130:25	65:23	115:7	173:6,11
108:10	131:8	95:13	116:4,23	processed
pre 89:5	132:7	112:12,15	117:5,16	36:21
predomin...	134:6	112:16,17	118:13	processes
56:8	150:2,22	117:1	119:15	71:6
126:16	151:1	132:15	123:5,7,8	procure
preferred	153:11	157:5	124:1	56:12
37:9	156:9	158:15	127:18	Produce
preliminary	157:21	170:13	128:5,24	73:16
8:12	159:6	182:4,11	131:10,11	produced
prepared 9:7	163:4	182:13	144:16	39:2 73:12
present	164:7	primary's	147:14,14	76:19
13:24 16:4	171:2,11	133:24	148:15	production
16:17	172:4	prince	149:25	100:23
president	174:7	178:15	150:13	professi...
5:11 17:24	175:18	print 96:23	151:24	87:4 124:7
95:2	177:12	178:5	153:9,12	157:5
132:16,22	178:22,22	prior 62:4	154:1	profitable
133:8	179:4	97:8	155:20	109:11,13
presiden...	181:25	priority	159:2	109:14
20:5 79:22	184:21	139:22	164:24	progression
87:8 88:20	previous	private	165:24	77:22,23
99:3,11	16:9	41:18	167:23	prohibited
129:2	pre-Benezet	121:3	169:20	1:22
133:11	17:15	143:14	170:14	142:25
160:21	pre-print	144:8,15	171:12	prompting
presuming	180:19	privilege	172:4	19:24
54:19	price 32:17	74:14	174:4	pronounced
pretty 18:2	38:1 40:4	proactive	175:22	52:7
26:13	43:25	124:18	177:1,10	pronunci...
36:17	44:14,14	probably 9:3	177:11,13	52:5
40:11 41:7	107:25	11:22,23	181:9,21	proof 32:10
55:2 57:7	130:21	16:9 24:9	problem	property
57:7,8	pricing	26:24	12:18 53:7	143:14
79:5 81:5	37:10	32:20,22	74:4 91:5	144:9
82:1 83:21	primaries	33:10,23	146:17	proponent
83:23	65:2	43:3 45:8	175:6	63:7,7
86:13 87:2	182:16	48:12 53:2	Procedure	123:16
87:3 89:16	primarily	62:21	2:4	154:11
93:10 94:8	61:25	66:10	proceeding	proposals
100:11	primary	75:16 82:7	187:11	139:12,13
104:1	13:21 19:1	83:6 91:4	proceedings	proposed
111:12,18	23:5 26:20	92:18	187:7	108:1
112:15	26:21 27:7	93:11	process	protection

53:6	152:20	80:6	86:4,5	171:18
provide 9:7	P.M 186:23	quote 40:25	90:20	receive
71:14		43:25	94:23	58:25
155:15	Q	130:21	140:8,9	receives
provided	qualific...	quoted 40:13	real 48:1	58:21
58:7 91:25	50:8	131:9	101:20	recognizing
148:16	qualified		realize	65:20
149:25	69:20	R	107:13	recommen...
176:7	107:8	R3:1 7:1	realized	15:3
provisions	qualify	105:9	179:4	recommended
145:11,24	57:15,19	race 88:23	really 14:5	44:15
public 2:6	81:2,13	88:25	14:6 17:6	record 8:7
144:9	95:12	117:10	30:19	9:6 15:1
187:4	qualifying	RADZIEWICZ	38:25	15:17 27:1
pull 108:16	50:8	3:9 23:8	43:24 44:9	53:5 64:3
150:11	question 9:4	Rail 171:22	44:12,12	64:14
174:9	12:11,14	raised	50:6 51:21	73:11 75:9
183:8,13	12:20,25	115:10	55:3 56:3	75:18
pulled 22:9	14:10	122:5	56:13	85:21 97:6
22:15,18	15:24	ran 125:15	59:12	125:4
174:13,19	39:18 50:9	Rand 5:9	64:16	176:1
pulling	50:25	17:18	69:22	183:15
104:3	53:22,22	18:11	72:15	187:11
purpose	57:11 60:8	81:18,25	80:22 98:3	recorded
77:14	61:7 62:10	92:2,4	113:3	158:1
purposes	65:5 66:13	93:3	118:16	records 27:2
7:20	77:8 81:7	151:15,15	120:4	45:7
pursuant 2:4	91:13	169:3	124:8	redacted
put 17:20,25	93:21	ranger 121:9	126:14	166:3
22:4 28:24	114:15	rate 36:25	132:5	redeployed
29:16	122:11	37:8 38:2	135:16	73:2
30:25 45:4	145:15	39:19	149:13	referenda
45:5 67:25	182:21	40:25 44:2	152:9	16:16
84:9 97:14	questions	58:19 59:5	154:9	referendum
99:12	8:12 11:6	107:16,24	158:8	168:3,20
100:11	51:1 76:4	108:12	164:4	referren...
101:11	128:17	rates 37:24	170:21	122:9
114:21	158:9	reached	174:23	refused 30:2
115:17	162:1	22:10 92:2	179:3	107:5
150:7	173:12	read 9:4	reason 11:19	regard
151:10,12	184:18	12:5 25:10	159:15	115:22
152:7,17	185:10	60:20	reasons	regarding
170:19	186:3	61:20	108:15	180:11
171:9	question's	62:14,16	recall 10:6	regards
175:11	8:15	62:25	112:20	176:7
177:12,20	quick 48:1	111:1	119:2,10	register
183:16	50:13	165:20	120:4	183:19
putting	quickly 98:3	187:9	125:7	registered
56:14	184:23	reads 101:18	138:10	49:21,22
122:10	quite 71:12	ready 9:7	159:1	50:7,14,18

56:2,5,6	150:6	63:18	restriction	139:6,20
57:12,14	153:7	requirement	145:3	142:19
57:16,24	159:3,16	44:5,17	result 186:2	143:25
76:11	161:18	54:7 63:11	re-read	144:19
136:21,24	164:22	71:1 93:23	52:21	145:23
147:20,23	183:16	99:15	Rhode 18:7	146:14
149:4	remind 73:20	102:20,23	19:16	150:22
reimbursed	rename	103:10,15	20:22	154:4,5
130:1	169:10	103:16	24:11 25:4	155:3
related 59:1	repeat 12:11	145:6,7	65:12,16	157:9
120:8	rephrase	requirem...	65:25 66:1	158:16
relates	12:15	62:11,13	66:9,19	167:15
58:20	report	73:10	68:16 78:2	175:3
139:23	183:10	requires	78:20 79:9	177:5
relation...	reported	44:6 77:16	113:3,4	179:7
23:4 26:4	187:8	Research	169:5,6	180:6
106:7	reporter 2:6	101:1	Rich 147:23	184:20
relative	12:5 21:18	resident	Richard	185:2
187:16,18	reproduc...	34:8,8,13	174:16,18	Rights 10:9
release 59:7	1:22	48:15,18	Rick 17:20	10:12
reliable	Republican	48:23	22:1 74:23	15:22
155:24	27:6,9,13	50:10	147:22	118:3
relief 61:11	27:15	51:13,17	150:3	171:7
remaining	50:15,17	93:24	152:4,7,8	RINGS 8:6
59:8	50:18,19	137:11	152:11,12	rip 178:2
remember	53:8,8,18	147:5	152:13,18	ripped 30:1
32:23 40:4	54:12	151:19	152:19,21	road 9:16,19
42:3 45:9	55:13	resolving	152:24,24	58:24 59:3
50:22,23	90:15	109:2	153:2,3,6	Robert 28:2
51:21	95:13	resource	153:10	28:19 33:7
66:22 74:8	113:7	179:6	164:2	39:17
82:17	132:15	resources	170:6	41:16
84:19,19	136:23	73:25	173:14	45:25
101:20,24	137:1,4,6	77:16	ride 31:17	134:13
105:25	147:4,21	respect 53:6	right 16:14	Rocky 17:24
112:23	147:23	71:15	17:1 25:17	18:18,20
116:5	151:21,22	respecting	26:14,17	18:24 19:3
117:2	154:14	74:15	28:9 30:20	24:3,5,24
118:14	161:4,8	responded	31:5 33:21	25:3,10
119:15	Republicans	173:9	47:4 48:6	27:18
120:18	22:12,14	Respondents	60:16 64:1	29:20 30:4
124:1	53:11	61:3	68:9 69:3	30:10
127:2,7,16	54:15	responding	82:6 89:7	31:19
128:6,23	90:16	139:12	93:14 95:5	32:16,25
132:13	149:4	response	98:15 99:8	37:11,19
134:17	176:22	165:13	101:7	39:4 42:6
138:19	request	responses	105:25	42:6 48:7
140:23	139:13	5:16 93:10	113:13	48:9,11
141:4	required	177:6	118:11,13	51:7,8,11
147:15	62:2,9	rest 91:12	128:11,13	52:1,13

53:24	Rocky's	180:4,8,13	101:17	165:20
54:11,16	23:25	180:21	107:15	175:17
54:22,23	106:20	181:4	108:3	178:9
54:25 55:9	160:21	183:14,18	143:19	seeing 134:9
55:25 56:1	179:2	183:21	144:21	162:23
66:4 67:2	Rod 100:25	185:3,9,15	156:21	seen 8:15,16
67:15	role 107:13	186:4,10	165:5	8:23 122:3
69:17	119:3	186:14,18	says 15:7	177:24
70:17 71:5	158:15	rules 2:4	29:10	178:3
71:10,13	roll 133:25	11:20	31:22	Select 133:3
71:15,18	Ron 126:1,9	21:16	55:11	semester
72:7,23	126:15	ruling 52:4	166:23	121:1
74:1 75:2	132:14	run 72:4	168:6	Senate 88:25
75:5 76:7	146:18,19	116:20	scheduling	senator
76:22,23	147:20	120:11	25:20	17:20 18:6
77:8,9	151:13,15	running	scholarship	18:11,15
82:16 83:2	152:5	26:20 96:3	121:6	21:13,20
83:12,16	162:5	99:6	school	24:8,11,15
83:22,24	163:3	109:10	120:25,25	24:18
84:1,10,22	166:2,2,16	112:9	122:9	39:24 41:4
85:3,14	174:20	115:6	schools	47:25
87:5 90:7	Rose 25:19	117:11,13	121:4	66:23 69:1
90:8,8,16	ROSSI 3:3	130:12	scrambled	69:5,5
95:7,9,10	7:14,24	134:14	149:22	74:6,14,17
95:12 96:2	8:20 14:15	runs 21:9	screw 32:15	74:20
96:3,17	14:19,22	23:10,22	screwed	send 32:19
100:16	15:10,16	— S —	32:13	35:5 67:18
101:16	19:17,20	S 3:1 7:1	script	101:12
104:8,9	28:11,17	sad 164:5	177:22	148:25
105:17	41:20 52:6	Salazar	scumbag 30:9	162:4,16
107:8	52:23 53:3	171:13	sec 45:16	177:25
110:4,8	53:15	San 87:25	second 7:11	sending 96:2
130:8,11	56:20	89:11	77:6	153:5
130:11,13	59:17,21	Sanders 49:9	122:16	sense 53:14
138:12	60:3,7	Santorum	140:14	72:21
152:20	64:2,8	17:21	secondary	96:15,20
154:22	71:3,8	18:15 22:1	69:21	99:13,18
155:17,18	73:22	24:18	secure	101:16
155:19	95:15	27:12,12	171:10	129:1
161:22	136:13	67:10,11	see 45:7	135:17
162:11	140:25	74:23	60:16 77:6	144:20
163:8,9,15	141:3,6	170:6	84:9 108:3	158:6
164:11,13	153:17,21	SAT 121:5,6	111:6	161:2
165:6	154:2,19	saved 139:10	113:21	162:19
169:2,6,14	162:6	saw 43:18	117:7	sent 8:21
176:19	163:25	100:5	138:8	29:15
179:2,2	175:5	141:8	139:2	32:10 68:5
181:10	178:4,8	saying 32:11	143:13	70:3 96:22
183:7	179:12,18	36:14	156:14	102:7
184:14	179:24		161:18	177:19

183:11	108:17	36:25 37:7	20:16 22:5	101:4
separate	shops 177:21	37:9,13,20	22:19 24:1	102:2,11
54:5,8	short 92:8	39:6,6,7	24:10,14	103:9,10
147:6	93:19	39:19,21	24:17,20	104:1,11
separated	175:7	40:4,12,24	24:23 25:2	104:18
50:12	should've	40:25	25:12 26:2	107:5,7
separation	22:16	41:14,24	29:18 33:3	112:1,13
30:17	show 32:1	44:1,4	36:13 38:4	113:5
September	60:18 76:1	45:1,3	38:7,12,23	115:23,24
1:16 2:9	82:14	50:13,24	38:24 39:9	117:3,7,9
sequence	140:12	51:1 52:2	39:13,24	117:23,24
184:15	165:13	53:7 57:6	42:4 43:2	118:2,21
series	showed 49:18	57:18	43:12 45:5	118:24
168:24	showing 8:10	58:11,14	47:24 48:5	119:12,21
173:12	29:16 86:2	58:16 59:5	48:15,21	120:9,13
serrated	92:24	65:6 76:21	49:25	122:8
178:1	94:21	77:19	51:11	123:25
Services	140:6	82:13	52:13	124:16
101:21,21	172:10	93:24	53:25 58:8	125:6,18
set 5:14	176:11	94:10	59:10,15	126:9,11
11:20 27:5	shows 82:11	96:21	59:19	126:15
100:9	82:12	100:1,10	60:13 61:4	127:1,13
126:23	108:16	107:21,24	61:9,14,23	127:21
setting	shrugs 12:3	111:1	61:24 62:2	128:8
106:7	sign 49:8	116:19	62:9,20	129:7
settle 31:18	50:20	119:7,25	64:18 70:2	132:11
settled	52:19,20	121:16,24	70:12 71:2	133:15,23
29:24	53:9,11,11	122:13,18	71:10 72:1	135:3
109:6	53:18,20	123:19	74:5,12	138:11
seven 36:19	54:12,15	124:7	75:8,11,17	141:12,17
117:16	54:16	129:10,11	75:20	141:18
shape 150:22	102:6	129:18,19	76:10 77:9	142:5,22
shareholder	103:1,17	129:25	78:14,17	144:7,16
13:14	103:18	133:10	78:22,25	146:24
sharehol...	108:4	134:6,20	79:3,7	149:7
13:10,12	137:18	135:9,14	80:9,12	152:7,8,9
Shawn 23:22	139:5	140:18	81:2 82:18	154:12
29:25 55:1	143:1	148:5	83:17 84:1	155:25
56:9 67:7	145:9	154:10	84:11,18	156:2,6,21
67:8 95:7	147:19	155:22	85:4,16	157:5,17
96:5	154:16	156:6	89:19	157:25,25
107:23	173:11	175:16,23	92:11	158:2,7,14
108:1,13	177:3	175:24	93:25	158:17,18
130:17	signature	176:4,5,19	94:12	159:2,7,25
shelter 88:5	10:3,9	signatures	96:17	160:6,12
Shirley	13:20,23	10:11,14	97:20 98:5	160:18,19
164:7	16:2 20:9	10:17,25	98:13 99:1	160:20
shocked	23:22,24	11:1,4	99:20	163:15
30:11	23:25	17:22 18:5	100:5,13	169:25
shoddy	25:22	18:6,12	100:15	170:14

173:23	133:9	11:14	25:5 35:8	111:8
174:1,8,12	136:2	soon 22:8	72:4,4	113:10,11
183:25	176:10	70:4	speak 44:13	156:4
signatur...	sit 110:25	sorry 13:11	136:14	182:5
60:12	sitting	19:21 20:2	142:6	started
signatur...	116:9	20:3 21:14	159:9	45:10
33:9	143:6	25:9,14	speaking	56:14 70:9
signed 48:17	six 28:6	45:5,13	177:2	109:17
48:22 51:8	36:19	50:13	specific...	111:9
51:8,12	47:16 83:6	53:22	15:3,7	113:13,16
53:17	116:21,22	58:10	spell 28:4	120:1
63:15	117:16	59:18,25	33:13	122:2,21
76:11,15	166:4	64:21	105:8	122:22
90:23	167:16	72:13	spend 37:17	124:11,25
128:18	size 30:16	88:10	113:8	126:4
137:13	Slayer 101:2	106:16	149:23	starts 68:22
138:2,16	slow 44:9	118:3	spending	startup
139:8	50:6	130:4	145:21	113:12
140:23	174:24	154:14,20	spilling	state 8:18
173:4	small 88:7	sort 16:8	156:4	9:11 14:16
176:8	98:8	38:10	spin 148:13	14:20
179:5	127:16	40:18 55:7	split 104:20	16:24
signing 49:5	184:1	65:5 71:9	spoke 29:5	19:10,11
52:18 53:7	smaller	109:23	66:6 91:6	26:8,8,12
154:11	180:5	135:4	132:5	26:12
158:12	smarter	184:19	185:4,4	41:12
signs 115:21	108:13	185:11	sporadic	44:23 56:2
146:8	smoke 122:6	sorts 16:24	123:2,3,9	63:19,24
similar	smoking	sounds 34:13	123:19	65:8,8,8
57:21	122:2	48:6	spring 53:18	70:23 73:2
Simpson 2:6	SMU 121:8	106:25	Springs 9:14	78:17
187:4,9,23	122:9	source 119:3	9:19	79:19
simultan...	solid 100:11	131:5	Square 2:8	82:13,21
65:16,17	somebody	136:16,19	3:6,12	84:23
78:7 80:5	10:16,17	162:3	stack 69:9	86:22,23
singing	23:16	173:6	69:16	88:20 90:6
49:16	38:14	178:19	staggered	90:14
single 50:4	76:15	sourced 90:6	68:24	95:10
62:22	98:11	90:15	standard	101:14
144:4	100:19	105:21	86:9 95:19	106:12
sir 9:20	101:8	106:10	standpoint	111:5
13:16 19:2	105:5	119:11	181:1,2	138:20
21:15,19	128:18,19	135:13	stapled	143:17
33:1 40:3	132:9	136:9	62:23 63:8	149:12,13
57:13	151:10	165:7	63:13,19	152:4,14
64:25 72:9	168:17	173:20	Star 171:22	153:25
76:9 97:18	184:8	sourcing	start 30:12	181:14,16
98:18	someone's	41:10	41:10 66:1	stated
102:17	174:10	101:10	70:19 81:3	187:15
105:19	someplace	South 19:8	107:14	statement

63:13 64:1	134:11	street 56:7	164:15	succeed
states 1:1	184:25	79:25	165:23	157:12
17:20 18:1	185:8	146:4	166:11	successful
18:5,11,15	stayed 79:14	stricken	171:3	104:23
19:1 20:15	82:1 83:21	61:25 62:3	175:20,22	145:17
25:10 27:6	83:24 84:4	64:17	180:7,12	successf...
27:21	84:4,7	strike 43:10	183:8,24	122:10
38:12 41:7	127:3	86:20	184:20	sucky 150:5
41:11 65:4	staying	88:18	stuff's	Suite 3:5
67:17,20	81:23	134:24	171:1	Sumbles 28:7
68:9 69:7	102:15	139:24	subcontract	35:13 46:9
69:14,18	Stein 167:4	struck 44:20	30:6 36:24	summer 18:1
72:10,11	169:21,24	59:15 60:9	66:12,17	31:11
73:1,8,18	stems 52:9	63:16	66:23 67:2	32:14,15
74:6,18,21	stiffed	structure	67:11,16	33:8 36:19
75:3,6	123:17,21	71:21	101:9,18	36:22 97:9
77:23	stop 115:12	stubborn	103:21	97:12
78:14,16	141:14,17	30:20	104:4,6	121:23,23
78:21 85:4	141:18,18	stuck 159:16	134:24	122:25
85:7,14,15	141:19	stuff 13:25	subcontr...	129:4
96:13	142:4,9,15	14:1,12	21:14,23	135:18
97:14,23	142:17	15:23 16:8	21:24 23:5	163:5,16
97:24 98:2	143:14,24	16:21 17:4	23:18,19	164:11
98:4	144:3,16	17:16,17	23:20,25	182:25
110:11,15	145:11	26:12,19	30:7 66:25	Sunset
113:24	157:8	26:20,24	67:7 98:10	101:21
114:10	171:22	27:1 29:21	98:11	super 121:5
133:14	stopped	40:18 43:4	100:2,19	supporter
163:2,4,10	32:18	55:5 56:23	101:8,19	41:4
163:12,13	141:14	76:19	103:24	supporting
163:16	142:4	77:17	104:7	162:19
164:9,16	143:17	82:11,12	164:18	supposed
169:8	164:6	88:9,11,16	183:4	109:22
170:4	stopping	91:12,24	184:7	116:3,6
181:17	179:7	94:9	subcontr...	120:15
182:8,10	store 122:7	100:17	21:2,21	126:2,23
184:7,15	straight	108:23	23:3 30:16	127:6
state's	15:17	111:1,13	31:10 67:1	169:24
167:3	68:18	115:19	98:9,9	172:17
state-wide	113:19	119:6	130:14	Supreme
100:4	strategies	124:22	submission	114:21
status 99:17	99:17	127:9	62:4	115:6,22
statute	strategy	128:23	submit 38:13	117:4,10
53:13,19	104:14	129:11,12	38:22	125:15
stay 12:2	108:13	131:1	submitted	133:18
79:12,16	115:18	133:18	48:12 60:8	134:3,14
80:2,11	Strauss	134:2	61:4,23	134:21
83:8,14	173:20	149:9	62:1 170:2	170:17
84:3,25	Strawberry	150:2	sub-out	sure 9:5
85:10,18	2:8 3:12	153:24	67:19	11:21,25

12:16,22	180:20	97:16	teamed	testimony
14:11 18:4	186:3	126:5,8	127:25	9:7 42:25
24:8,10	suspect	128:7	128:2	105:4
26:7,15	38:19	141:2	technically	168:6
27:20 34:3	suspend	161:17	32:12 66:8	Texas 9:14
37:6 39:10	186:7	165:21	103:24	11:12
39:22	suspicion	179:2	118:18	35:15
40:19 43:8	175:13	talked 56:25	155:3,10	64:24 88:1
47:3 48:21	switching	87:13,14	158:9	88:2,5
49:25	80:22	133:13,19	Ted 17:17	89:13,14
50:12,23	sworn 7:3	134:23	53:11	114:22
51:2,8,10	62:8	149:8	113:18	117:20,21
57:10,10	187:12	150:17	168:25	118:5
57:11,15	-----	152:2	tell 12:15	125:22
61:8 74:2	T	161:3	29:9 57:9	134:18,21
75:19	table 12:25	165:15,18	60:25	170:17
78:24 84:9	take 8:11,11	165:20	65:13 91:7	171:23
84:24 91:5	9:3 11:11	166:18	110:3	text 96:23
91:6 97:7	12:5,23,25	167:1,20	111:24	texts 33:23
100:18	39:22	168:1,2,25	120:24	Thank 11:18
108:2,8,9	50:23	169:2,4,21	156:13	19:23
108:15	60:19 70:8	169:23	172:14	25:15
109:22	72:13 76:3	170:6,15	176:16	64:22
110:10	78:3 86:3	170:19	template	124:6
111:6	93:16	171:21	95:21	140:1
114:15	94:22,22	172:1	ten 28:7	144:25
118:20	95:5	175:21,22	93:17	Thanks 76:2
124:17	114:16	talking 29:7	94:23	that'd 47:3
125:12,12	115:10,11	55:8 58:19	104:25	48:3
125:13	125:3	91:8 92:25	105:1	theoreti...
127:19	140:7	93:13	110:5,6,7	113:15
128:17,22	154:3	107:6	147:1	they'd
137:2	157:4	108:12	terms 71:25	131:24
138:18,22	161:19,25	141:18	87:8	158:16
139:1	175:3,12	146:4	117:23	159:23
142:13	185:16	159:21	tertiary	177:15,16
143:16,21	taken 2:3,5	165:23	69:21	thing 12:24
145:17	22:17	174:15	Tessator	34:5 42:7
150:25	93:19	talks 86:23	63:4,5	50:4,4
152:9	175:7	Talton	Tessatori	63:20,22
154:5	187:14	134:13	63:5	67:10
157:6,11	talk 13:3	tanked 124:9	testified	71:12
157:13	16:6,11,12	target 55:19	7:3 11:8	93:18 97:1
160:9,13	17:9,14	56:4	52:9 68:21	97:6,8
160:22	27:3 43:6	taught 56:15	104:18	103:25
162:13,13	77:18,18	Teach 75:13	123:5	108:6
162:13,13	77:22	team 28:12	182:7,24	113:3
168:18	78:12	28:14	testify 7:12	114:22
172:3	87:22 89:4	152:22	9:10 64:6	115:7
178:20	89:18	173:19	187:12	119:5

120:14	103:25	19:4	36:6 46:21	10:2 29:16
147:10	104:25	132:24	time 21:5	48:2 49:23
162:21	105:15	Thirteen	31:21 32:5	78:5
164:13	107:10,23	140:2	34:4 38:24	122:23
177:22	108:5	Thompson	43:24	141:11
180:25	110:5	164:7	44:13	today 58:5
181:1,7	111:15	thorough	48:19 58:2	101:22
things 16:24	112:19,22	57:8 94:8	60:19	143:6
17:8,15	118:10,12	178:22	65:19	166:6
65:4 87:17	119:15	thought	66:18	today's 7:9
88:6,7	120:4	54:24	70:19	Todd 89:9
112:20	122:16	59:24 60:4	72:19 74:3	told 9:1
144:12	123:12,13	77:13	78:7,11	30:11 32:1
178:11	123:25	86:16 87:3	80:10 87:7	37:25 42:1
185:12	128:25	108:12	92:9,10	49:19
think 8:3	129:21	120:20	101:15	56:11 63:2
9:2 11:3	132:7	131:14	110:25	70:8 77:14
14:25	133:16	137:24	111:2	91:20 92:6
15:24	134:7,16	169:15	113:16,18	92:12
17:25 18:1	136:5,9,11	184:8	114:17	106:10
18:8,10,23	137:9,18	thousand	120:1	107:22
19:13	138:16	160:25	121:18,22	131:2
21:12 22:6	139:22	Thousands	122:3,21	136:8
26:11	150:1	51:25	125:15	141:14
28:23	157:16	three 28:2	127:11	142:4,5
33:14	158:4	33:21	132:25	147:14
34:17,21	161:20,23	44:22 45:2	138:5	149:10
36:7 38:15	164:5	48:2 88:6	139:10	151:2
40:6,21	165:1,8,11	91:12,15	142:21	153:3
41:18 44:4	165:18,22	91:17	143:14	171:18
45:3 48:2	166:5	92:13	149:23	173:13,15
48:3 51:20	167:3,20	94:17 98:2	155:14	Tom 15:18
52:7 55:8	167:23	100:2	161:19	tomorrow
56:24 64:4	169:12	132:2	168:13	7:19 29:2
64:13	172:13	149:21	173:12,14	29:3 34:1
68:21 71:9	174:6	150:1	174:21	58:5 73:14
71:14,19	180:9	166:3	183:2,3	103:8
71:19,21	181:24	167:4	187:15	153:20
79:15	182:7,22	172:21	timeline	178:1
83:25	182:25	173:17,23	73:10,16	180:18
84:12,13	183:24	173:24,25	113:21	184:17
84:17	184:15,18	threw 100:5	118:15	185:1
89:16	thinking	throw 111:5	127:9	186:8
90:19	128:24	174:14	182:20	tonight
91:20,24	157:17	thumbs 116:9	timelines	101:6
94:25,25	185:24	Thursday	68:20	153:19
95:17	thinks	185:8	73:19	165:12
96:23	107:18	ticking	timeline's	177:25
100:6,6	178:14	90:13	167:24	179:9,20
101:1	third 9:3	Tim 33:11	times 9:25	tooth 10:20

top 32:13	4:4 7:3	80:16	114:7	29:12 34:7
70:21	9:12 13:14	81:13	115:24	38:10,11
topics 7:13	43:12	114:7	116:1	39:23 41:5
torn 134:10	77:20	135:19	117:4	49:7 55:9
total 61:23	114:18	136:4	134:5	64:5
100:7	116:12	149:4	149:20,25	100:18
116:5	117:22	158:2	160:25	107:3
touch 150:7	118:1,21	179:8	166:3	118:21
151:11,12	118:24	180:24	169:14	131:13
177:15	119:20	181:21	170:12	144:21
tough 26:10	133:17	trying 10:24	174:17,25	145:2
town 186:17	139:16	41:6 42:14	two-page	understa...
186:19	187:8	75:15	58:4	12:16
to-door 39:9	tried 62:24	108:16	type 16:21	107:1
train 56:12	84:7 90:17	111:12	82:24	173:5
58:1 75:9	92:5	125:3	103:23	understood
114:13	104:16	128:7	177:22	12:9,20
135:18	107:4	143:1	typed 138:24	160:15
trained	126:20	178:19	typical	184:6
49:17 57:7	147:13	Tuesday 2:9	86:13,17	unfortun...
57:9 58:1	165:14	turn 108:23	typo 94:3	92:8
75:14	trip 78:3	140:10	U	unique 38:15
135:19	true 29:11	turned 61:15	U 86:16	UNITED 1:1
training	29:12 64:1	62:20	Uber 119:2	update 29:3
56:25 57:1	73:4	100:14	Uh-huh 35:16	34:1,1
57:3,21	132:17	113:18	40:1 75:12	upside 61:20
58:2,4	155:8	turn-in	78:24	use 14:6
transcript	166:1,5	174:11	99:19	63:24
1:22 187:9	170:9	Twenty 147:3	124:3	71:10
187:10	187:10	twice 10:1	128:12	86:19
transferred	Trump 22:5,5	78:4	135:23,25	101:4
121:2,8	22:20 23:2	twiddling	141:13	131:5
transpor...	24:21	116:9	142:23	148:12
114:12	27:15	two 17:1	150:16	178:18
Trautman	74:25	26:17 28:2	167:6	179:20
158:24	113:8	30:19 61:6	168:23	uses 26:1
159:7	162:19	65:20 68:6	169:1,3	135:10
travel 92:10	170:15	69:14	170:16	utilized
148:12	trust 22:13	72:11	181:15	92:5
traveling	22:14	74:20	uh-huhs 12:4	U.S 62:7
78:9,12	truth 12:2	75:19	Uh-uh 25:23	63:23
Travis 88:3	187:13,13	84:14	uh-uhs 12:4	V
tremendo...	187:14	87:23 90:9	underneath	valid 38:24
44:9	truthfully	92:12	47:5,6	39:5,6,7
Trent 14:4	12:21	100:2,11	undersigned	39:12 62:1
14:14,14	try 21:17	100:20,24	2:5	81:2
171:4,6,6	41:10	103:1,16	understand	validate
171:14,15	53:17	103:18	12:14	39:11 59:4
Trenton 1:6	57:18	111:18	14:25 16:8	validity
1:15 2:3	72:15	113:5		

58:8,12,12	126:4	64:6,6	25:6	149:18
58:17,19	volunteers	72:15	wasn't 17:5	174:21
59:5	99:2 149:8	77:11,12	45:17 47:1	weekend 66:6
183:10	149:16	98:2	50:24 58:9	weeks 111:18
variable	Vonne 91:23	100:18	60:11	114:7
39:13	148:22	104:17	63:18	149:20
various	150:14	108:2,5	67:19	weird 21:3
17:19 26:1	162:3,10	118:20	79:25	77:13
65:3 78:16	162:12	132:6	102:22,25	101:20
113:24	voter 49:21	134:10	117:24	Weld 99:11
verbal 106:8	49:22	140:12	122:23	went 29:22
110:18	50:18 54:1	143:16	131:5	29:23
verbally	56:5,6	147:16	133:11	30:13,22
12:1	57:12,14	149:14	134:7	49:18
verifica...	57:16,24	160:17,22	168:13	53:24
62:6	136:24	160:24	170:3	54:19 56:4
140:11	145:8	164:25	179:5	68:9,10,17
verified	voters 39:10	165:2	183:22	68:17 69:1
175:14	50:8 55:6	166:4	waste 34:3	70:5,24
Vermont 18:7	55:12,13	172:3	water 87:24	72:17 78:2
20:22	76:11	177:3	Wausau 83:1	79:10
24:11	122:10	179:10	Wausauwee	84:19
65:12,18	136:23	180:9	82:23	103:3
68:4,5,8	154:15	181:13,17	way 15:17	111:20
68:12,14	177:3	181:20	26:7,9	120:25
78:2,3	voting 139:2	wanted 10:22	33:14	121:1,7
79:3,4	vs 1:8	49:24	38:13 63:1	122:24
169:5,6	— W —	64:20	72:5 73:8	125:25
versus 14:14	W 82:24	69:23	74:15 87:4	126:25
52:4 99:20	wait 21:15	75:14	87:6	127:1,14
Victory	waiting	89:21 90:4	101:10	128:25
101:1	128:6	90:15,18	108:1	129:3
view 29:13	walk 22:12	92:9	109:23	134:13
29:13	144:10	103:23	115:15	138:19,22
views 142:6	147:11,11	104:1,15	117:6	150:19
Virginia	walking	107:22	131:7	153:6,10
19:12 25:7	49:20	108:8	147:13	157:15
35:1,3	wall 149:22	120:18	157:7,11	163:12
38:20	Walmart	123:22	166:14	171:9
99:24	144:15	124:7	172:1	172:1
103:4,20	153:2	149:7	179:16	173:21,22
112:6	want 9:5	161:17	180:25	weren't 17:4
169:22	10:20	162:16	187:19	17:5 39:11
virtually	11:23 12:1	174:20	ways 37:2	49:23
21:5	12:16 13:1	wanting	55:23	69:23
volunteer	16:6,11	16:19	website 17:7	79:23
77:2	26:8,15	Warner	week 32:3	123:24
123:20,20	34:6 52:20	159:17	61:12 90:8	128:18
123:22	53:4 57:8	Washington	90:13	142:18
voluntee...		19:9,10	128:6	150:3

157:24	28:14	37:14	158:20	125:1
we'll 16:12	William 28:3	40:17	159:23	126:1, 2, 21
16:20	35:7 46:4	51:15, 16	172:21	127:3
17:14	84:13	52:13	176:19	130:2
19:16 32:2	99:11	56:13	177:7, 18	131:7, 14
40:24	158:24	90:19 91:4	178:19	131:22
41:18	159:22	91:9	witnessing	132:18
47:19	164:25	102:20	49:23	133:10
60:16	willingness	105:4, 17	105:5	134:18, 21
72:19	184:25	106:4, 21	156:12, 18	137:17, 18
77:18	Wilmont's	127:23	157:3	137:22
117:8	96:5	128:1, 11	witted 50:6	139:13
162:1	Wilmoth	130:4, 11	Won 88:5	147:16
165:20	23:22	130:23	word 95:3	148:9
185:19, 23	29:25 55:1	131:7	135:13	159:4, 18
185:24	67:8 95:7	132:4	177:5	159:20
186:7	Wilson	137:14, 15	work 10:3	160:8, 23
we're 8:3	105:13	138:1, 15	13:17	160:23
26:21 29:1	106:4	138:24	16:10 19:3	161:1
29:7 41:6	107:1	139:5, 6	19:7 27:5	163:1, 2
42:12	108:20	145:4	27:9, 12, 15	164:9, 23
48:21 50:8	window	147:6, 25	27:18 30:6	166:8, 21
50:15, 16	112:17, 18	149:5	30:19	173:16
52:10	112:19	154:18, 21	31:17 32:7	182:4, 7, 11
73:14	Wisconsin	158:15, 24	32:24	182:20
81:21	18:22, 24	160:3	36:15 37:3	184:1, 1
89:22	19:12	161:8	39:2, 4	186:13
109:18	24:24 25:7	173:19	42:4 47:22	worked 16:7
110:24	70:4, 6, 7	177:2	48:14, 19	16:17
111:2, 3, 4	82:16	187:12	50:3 66:15	27:24
111:20	169:15	witnessed	66:17	29:24 33:6
112:2, 15	wish 54:9	48:15, 16	67:13 68:1	33:7, 8
112:23, 23	74:15	witnesses	76:20	41:7 42:1
134:2	164:25	29:23	86:21	42:3 65:1
159:21	Witmer 26:13	37:17 40:8	88:19, 22	65:3, 4
160:10, 13	28:1 29:5	41:10 44:7	89:20	66:10 72:6
161:16, 23	34:7, 11	52:1 54:20	90:15	82:22 97:8
162:20	41:15	58:2 89:24	97:17	97:11
174:22	42:15	91:21 92:7	100:11	103:22
180:14, 14	45:16	93:7	101:8, 23	104:8, 8
186:19	116:19	106:11	103:5	106:9
we've 7:19	125:2	107:21	104:6	107:16
9:4 13:25	135:3	131:5, 16	109:15, 16	120:10
33:21 88:6	152:19	136:4, 20	113:24	128:3
135:19	164:21	138:20	114:2, 17	129:23
149:15	184:13	146:21	114:18, 18	138:4
161:20	Witmers	154:10, 25	118:18, 25	150:21
165:15, 18	39:16	155:9, 24	119:24	161:9, 15
185:22	156:20	156:18	120:18	163:4, 9, 10
wife 28:12	witness 4:4	157:22	124:18	163:15, 19

163:22	would've	40:16	108:3	156:22
181:8,18	54:9 70:16	41:23 42:9	109:14,18	157:23
181:20,22	Wright 28:3	42:11 43:3	110:10,12	158:4,9,18
182:1	28:4 35:7	47:9,14,19	110:21	158:22
183:2,3,6	46:4 84:13	48:6,16,19	111:15	159:24
183:7	write 73:20	48:24 49:1	113:23,23	160:2,8,13
workers 69:4	109:1	49:10,12	114:2,5	160:16,19
working	172:3	50:24	116:14,14	160:21
15:20	179:10,11	51:18,18	116:16	161:6
17:18,19	179:13	51:24,24	117:21	164:8,12
26:21	writes 61:20	54:21	119:8	165:22
30:10,12	writing 17:4	55:14,23	121:18	166:10,10
42:10 51:5	written	55:23,24	123:3,15	166:20,20
66:9 72:1	36:13,18	56:21,24	123:23	167:23
80:5,7	43:22 92:3	57:4 60:6	125:7,21	168:2,16
87:8 100:3	106:3,14	60:23 61:9	125:23,23	168:21
100:16	wrong 30:15	61:21	126:19,22	169:9,23
112:7	32:2	62:16 63:7	127:6,14	170:7,9,14
115:3	wrote 29:18	64:7,11	127:22,24	171:8,17
122:22	31:23 32:6	65:18	128:10	172:24
123:6	88:13	67:14,14	129:8	176:21,24
124:23	119:16	68:14 70:9	130:18,18	177:1,14
125:1	Wyoming 19:9	71:19 72:6	130:20,24	178:10,20
129:5	25:6	72:18,20	131:19,21	179:1,6
132:9	W-R 28:4	73:4,17,23	132:1,17	180:3
147:3	W-R-I-G-H-T	74:7,7,12	132:21	181:13,19
150:21	28:5	74:19	133:6	181:23
155:5,9,13	W-9s 165:10	76:16,21	134:19	182:15,22
156:2,14		77:5 78:17	136:15,21	183:4,16
163:2	X	79:18 80:6	137:20,23	183:20
168:8,10	X 4:1	80:10,24	138:14	185:2,14
168:14,14		81:17 83:4	139:7,7,17	year 14:6
workload	Y	83:6,10,13	140:21	16:23
161:1	yeah 8:17	83:25 85:2	141:1,7,8	17:17
works 66:6	10:4 11:4	85:12,12	141:18	109:12,14
72:5	15:23	85:17	142:10,12	118:16,18
world 36:18	18:10 19:6	86:11,13	142:13	120:3
39:16,16	19:19 20:7	86:17 87:2	143:10,22	121:22
39:17 87:4	21:17	87:10,15	144:21	122:20
156:20	23:20	87:21 89:6	145:18	130:2
worst 93:10	26:11 27:8	89:8,22,25	146:23	171:2
worth 107:19	27:17,23	90:1 93:4	148:20,24	184:10
wouldn't	28:19,23	93:9 94:2	151:9,9,24	years 122:25
64:1 107:7	31:7,9,16	94:13,25	152:14,16	year's
125:7	33:17,19	95:3,17,17	153:18,23	139:14
139:6	34:10,14	95:23,23	153:24	yep 12:13
147:6	35:5,24	96:1,16,20	154:5	13:2 24:16
155:24	37:21 38:6	98:4 102:9	155:7,10	24:19,22
158:1,1	38:6,21	102:11,19	155:12,16	27:11,14
177:16	39:14	104:20,25	155:19	29:6 76:16

yesterday	\$30,000	100 58:17	100:7	114:24
29:5 105:3	115:10	70:13	119:11	115:7
Yoachum	122:5	117:8,9	147:3	117:18,19
146:18,18	\$300 109:8	185:10	200 149:15	117:22
146:19	\$4 32:20	11 94:18,22	151:1	118:3,9
147:20	45:3 58:11	95:11,21	200-some...	119:24
152:5	\$4,000	96:16	157:17	133:22
174:20	120:19	11,000 48:11	2006 34:19	134:23
York 19:16	\$400 109:8	48:13	120:4,5,8	2015 10:7
25:5	\$450 32:5	11:00 2:10	121:16,25	14:4 20:9
y'all 33:18	\$5,000 116:5	110 5:13	122:13,21	52:4
57:5 63:24	\$500 149:17	12 109:25	166:6	109:15
149:14	\$6 40:6,6	152:1	167:21,23	118:1,2,11
171:12	\$6.50 40:23	12,000 48:12	2007 122:18	118:12,20
177:24	41:13	12,315 61:23	123:1,10	118:22
178:10	131:9	12,500 100:9	2008 166:6	171:1
180:19	\$7 40:6,12	13 116:23	167:17	2016 1:16
y'all's	40:13	140:3,7	2010 121:15	2:10 17:23
63:10	131:9	14 116:11,22	123:1	20:5 61:22
—	\$8 44:4	116:24	124:2,15	62:5 87:7
Z	\$9 32:22	150:24	124:18	88:20
Zahm 100:25	\$900 29:10	172:7,11	125:12	95:13
Zimmerman	—	174:18	2011 125:5	102:16
14:3 88:12	1	140 5:14	125:12,13	109:13
zip 9:21	1st 111:15	15 61:22	2012 124:25	114:11,16
—	111:16,16	165:14	125:10,11	118:24
\$	1,000 22:7	175:8,12	125:25	119:5,20
\$1 107:24	75:16	176:3	126:8,13	155:14
\$1,000 30:22	104:1	15th 62:5	126:25	169:22
\$1,500 31:24	113:5	68:23 70:5	127:5	170:22
32:6	170:3,14	16 118:19	128:21,25	171:23
\$10 32:22	1,200 48:3	176:12,13	129:3	182:14
106:14,20	1,300-so...	17 18:1	132:8	183:7
108:1	121:6	154:17	133:10,14	2017 139:14
130:12	1,400 121:5	169:12	166:18,21	25 45:8 47:9
155:17	1,500 100:15	17120 3:13	167:10	174:8,12
\$10,000	102:11	172 5:15	168:4	26th 68:22
116:5	104:21	175 5:16	2013 13:5	68:24
\$2 40:23	183:25	176 5:17	114:25	27 1:16 2:9
\$2,000 31:23	1:16-CV-...	18 175:20	116:11,22	27th 90:10
\$20 88:4	1:8	185 4:6,7	129:1	28th 90:10
160:25	10 94:18,22	186 4:7	133:17	29th 90:10
\$20,000	94:25	187 4:8	134:18,21	—
149:15	119:11	19 175:22	2014 13:11	3
\$22,500 30:1	123:10	19348 3:6	13:24 16:3	3,000 160:21
\$3 32:20	10,000	—	16:15	3,792 61:24
\$3,000	100:12	2	20:12	30 33:11,20
120:19	112:1	2,000 100:14	109:10,12	43:4
\$3.50 41:23	160:20	2,500 104:22	109:17	174:23
\$30 30:1	10:00 185:24	20 75:10	114:16,24	30(b) (6) 7:9

30,000 71:2	8 4:3, 6 5:5			
30-page 60:8	92:21, 25			
300 48:1	8,454 62:2			
103:25	85 5:8			
35,000 99:20	873 3:4			
350 169:24	---			
3800 9:16, 19	9			
4	9 61:22			
4 8:3, 4, 11	94:18, 22			
8:16	95:5			
4,000 48:4, 5	9,000 100:12			
104:18	9/27/16			
4,500 102:13	187:8			
4:30 186:23	92 5:9			
40 33:11	94 5:10, 11			
43:4	5:12			
174:22				
5				
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5,000 48:8				
98:25 99:2				
99:20				
5,600 119:12				
50 27:4, 4				
154:1				
157:20				
174:23				
500 22:7				
81:2				
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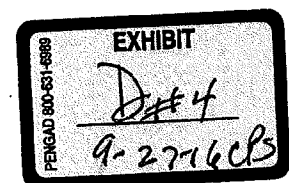
**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

BENEZET CONSULTING, LLC	:	
<i>and</i> TRENTON POOL,	:	No. 1:16-CV-0074
Plaintiffs	:	
	:	Judge Kane
v.	:	
	:	<i>Complaint filed 01/14/16</i>
PEDRO A. CORTÉS and	:	
JONATHAN MARKS,	:	
Defendants	:	Electronically Filed Document

**NOTICE OF DEPOSITION PURSUANT TO
FEDERAL RULE OF CIVIL PROCEDURE 30(b)(6)**

TO: BENEZET CONSULTING, LLC
c/o Paul Anthony Rossi
873 East Baltimore Pike, Ste. 705
Kennett Square, PA 19348-1801

PLEASE TAKE NOTICE that, pursuant to Federal Rule of Civil Procedure 30(b)(6), Defendants Pedro A. Cortés and Jonathan Marks, shall take the deposition of an individual representative of Plaintiff Benezet Consulting, LLC, on the topics detailed in Attachment “A.” **The deposition will be conducted on September 27, 2016, beginning at 9:00 a.m., and continuing from day to day until completed, at the Office of Attorney General, Strawberry Square, 15th Floor, Harrisburg, Pennsylvania 17120. The deposition will be recorded by stenographic means before an officer authorized to administer oaths, and may be videotaped. Defendants provide notice that the**



deposition may be used at the time of trial. Benezet Consulting, LLC shall identify the person(s) who will speak on its behalf on each topic listed in **Attachment "A"** at least seven (7) days before the deposition.

PLEASE TAKE FURTHER NOTICE that, pursuant to Federal Rules of Civil Procedure 30 and 34, the deponent is to produce at the deposition the documents identified in **Attachment "B."**

BRUCE L. CASTOR, JR.
First Deputy Attorney General

By: 

KENNETH L. JOEL
Chief Deputy Attorney General
Chief, Litigation Section

Office of Attorney General
Litigation Section
15th Floor, Strawberry Square
Harrisburg, PA 17120
Direct: 717-787-1179
Fax: 717-772-4526
mgjunta@attorneygeneral.gov

NICOLE J. RADZIEWICZ
Deputy Attorney General

Counsel for Defendants

Date: July 27, 2016

ATTACHMENT "A"

1. Produce someone who is knowledgeable to testify about the operation and organization of Benezet Consulting, LLC, including, but not limited to, the nature of its business, its organizational structure, its financial viability, the day-to-day operations of Benezet Consulting, LLC, its employees or contractors hired to collect signatures, and the schedules of such employees or contractors.
2. Produce someone who is knowledgeable to testify about Benezet Consulting, LLC's policies and procedures regarding the assignment of duties within Plaintiff's organization, including, but not limited to, the scheduling of assignments and projects, the assigning of employees and/or agents to work on assignments and projects, the chain-of-command related to assignments and projects, and the duties of employees and/or agents related to assignments and projects.
3. Produce someone who is knowledgeable to testify about Benezet Consulting, LLC's policies and procedures regarding payment of wages and/or fees, and travel expenses, to individuals hired to circulate and/or witness nomination petitions.
4. Produce someone who is knowledgeable to testify to the names of all employees, officers, owners and shareholders of Benezet Consulting, LLC.
5. Produce someone who is knowledgeable to testify about the dealings (contractual or otherwise) between Benezet Consulting, LLC, and political campaigns, candidates, or delegates whereby Benezet Consulting, LLC was seeking to be hired, or was hired, by a political campaign, candidate, or delegate to gather signatures for the candidate or delegate.
6. Produce someone who is knowledgeable to testify about the allegations set forth in the Second Amended Complaint.
7. Produce someone who is knowledgeable to testify about the purported damages incurred by Benezet Consulting, LLC.

ATTACHMENT "B"

Please produce the documents listed below, dating from January 2013 through the present. In answering the requests which follow, assume that all words used have their ordinary meanings except as provided in the next section entitled "**DEFINITIONS**," or where context requires other interpretation.

DEFINITIONS

1. **Communications** – All inquiries, discussions, conversations, negotiations, agreements, understandings, meetings, telephone conversations, letters, notes, telegrams, facsimiles, advertisements, and any form of verbal intercourse whether oral or written.
2. **Defendants** – Pedro Cortés or Jonathan Marks.
3. **Describe or description** – when used with respect to a **document**, means to state the (a) name, (b) date, (c) author, (d) addressee, (e) subject matter, and (f) type of document, (e.g., letter, email, diary, etc.), and (g) to identify its last known custodian and location. When used with respect to a **person**, means to state his/her (a) title if any; (b) first name, middle initial, and last name; (c) present address; (d) telephone number; and (e) relationship to Plaintiff. When used with respect to a **communication or event**, means to state the (a) date, (b) place, (c) time, (d) nature of the communication or event, and (e) description of what

occurred or what was said by each person involved, as close to verbatim as possible.

4. **Document** – Any written or graphic matter of any kind whatsoever, however, produced or reproduced, any electronically or magnetically recorded matter of any kind or character, however produced or reproduced, and any other matter constituting the recording of data or information upon any tangible thing by any means, whether recorded (a) by videotape, (b) audiotape, (c) in writing, (d) by electronic or magnetic impulse, (e) digitally or in any other manner, including, but not limited to: email, letters, correspondence, memoranda, minutes, notes, logs, records, sketches, diagrams, blueprints, maps, photographs, motion pictures, audiotapes, video tapes, transcripts, facsimiles, contracts, agreements, computer printouts, computer disc, telephone or personal conversations, diaries, and material similar to the forgoing, however denominated, which are in the possession, custody or control of Plaintiff or his attorney, or of which Plaintiff is aware, has had, or can obtain access to, and including non-identical copies, preliminary versions, drafts, revisions, or amendments of any of the foregoing and any supporting, underlying, or preparatory material.

5. **Identify or identity** – When used with respect to a **document**, means to state the (a) name, (b) date, (c) author, (d) addressee, (e) subject matter, and (f) type of document, (e.g., letter, email diary, etc.), and (g) to identify its last known

custodian and location. When used with respect to a **person**, means to state his/her (a) title if any; (b) first name, middle initial, and last name; (c) present address; (d) telephone number; and (e) relationship to the Plaintiff. When used with respect to a **communication**, means to state the (a) date, (b) place, (c) time, (d) nature of the communication, and (e) a description of what was said by each person involved, as close to verbatim as possible.

6. **Incident(s)** – Those occurrence(s) that are described in the Complaint that form the basis for the Plaintiff's claims against the Defendants.

7. **Monetary harm** – any financial injury experienced, whether direct or indirect in nature.

8. **Person** – Any individual, or corporate or governmental entity, including but not limited to any business, corporation, association, or other organization.

9. **Physical or mental injury** – Any condition, defect, disorder, or other irregularity of the body or mind.

10. **Plaintiff** – Benezet Consulting, LLC or anybody acting, or purporting to act, on its behalf including, without limitation, its attorney.

11. **Possession, custody or control** – Possession, custody, or control as used in Fed.R.Civ.P. 34.

12. **Relate to** – Consist of, refer to, deal with, or in any way logically or factually connected with the matter involved.

13. **Relevant** – Relevant as used in Fed.R.Civ.P. 26(b)(1).

14. **“You” or “your”** – Benezet Consulting, LLC or anybody acting, or purporting to act, on its behalf including, without limitation, its attorney.

REQUESTS FOR PRODUCTION OF DOCUMENTS

1) Any and all documents describing or setting forth the corporate structure of Benezet Consulting, LLC.

2) Any and all schedules, calendars, diaries, day-timers, and/or logbooks relating to assignments and projects of Benezet Consulting, LLC, including those maintained by employees, those maintained by contractors to Benezet Consulting, LLC, and those maintained by management.

3) Any and all travel receipts and/or expense vouchers submitted by any employee and/or agent of Benezet Consulting, LLC, related to any and all assignments or projects of Benezet Consulting, LLC, including, but not limited to, receipts for travel, hotels, mileage, food, transportation, and entertainment.

4) Any and all time-keeping records and bills and/or invoices submitted to clients of Benezet Consulting, LLC.

5) Any and all payroll records related to any and all assignments and projects of Benezet Consulting, LLC.

6) The tax returns of Benezet Consulting, LLC.

7) Any and all communications between Benezet Consulting, LLC and its employees and/or agents and/or officers, and between Benezet Consulting, LLC and its clients, regarding time spent traveling in connection with assignments and projects of Benezet Consulting, LLC.

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

BENEZET CONSULTING, LLC	:	
<i>and</i> TRENTON POOL,	:	No. 1:16-CV-0074
Plaintiffs	:	
	:	Judge Kane
v.	:	
	:	<i>Complaint filed 01/14/16</i>
PEDRO A. CORTÉS and	:	
JONATHAN MARKS,	:	
Defendants	:	Electronically Filed Document

CERTIFICATE OF SERVICE

I, Kenneth L. Joel, Chief Deputy Attorney General for the Commonwealth of Pennsylvania, Office of Attorney General, hereby certify that on July 27, 2016, I caused to be served a true and correct copy of the foregoing document titled Notice of Deposition to the following:

VIA U.S. MAIL

Paul Anthony Rossi
873 East Baltimore Pike
Suite 705
Kennett Square, PA 19348-1801
paularossi@comcast.net
Counsel for Plaintiffs



KENNETH L. JOEL
Chief Deputy Attorney General

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION

CITY OF PITTSBURGH,

Petitioner

v.

OPENPITTSBURGH.ORG; and COUNTY
OF ALLEGHENY, DEPARTMENT OF
ADMINISTRATIVE SERVICES,
ELECTION DIVISION,

Respondents.

No. GD 16-015884

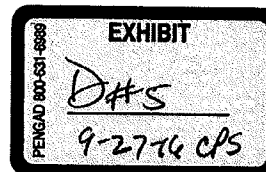
OPINION

James, J.

September 20, 2016

This action began with a petition circulated by OpenPittsburgh.org who is seeking to amend the City of Pittsburgh's Home Rule Charter ("HRC"). OpenPittsburgh.org wants to require the City to put more of its information and meetings online and to establish a citizen's advisory committee by placing the following question on the November 8, 2016 ballot:

Shall Pittsburgh's Charter be amended to delete Article 6: Community Advisory Boards (voided, Dec. 31, 2000) and substitute Article 6: Open Government, providing greater public disclosure; requiring public information, notices, and meetings be Internet accessible; setting applicable standards; creating a selectable notification process; and establishing an open membership Citizen Advisory Panel to which pending legislative and administrative actions must be explained and through which citizens can develop and provide information and comment before final approval?



The original deadline for OpenPittsburgh.org to submit the petition and signatures was Tuesday, August 8, 2016. On July 22, 2016, OpenPittsburgh.org filed a federal lawsuit seeking to strike down the following requirements claiming that they violated their First Amendment rights: (i) the Petition circulators must be Pennsylvania residents; (ii) the Petition circulators must be registered Electors of Pennsylvania; (iii) the "Affidavit of Circulator" on a petition must be made before a notary public or a sworn affidavit; and (iv) a petition signatory must be a registered voter, as a matter of state statutory interpretation.

On August 1, 2016, OpenPittsburgh.org sought emergency relief in federal court before Judge Mark. R. Hornak. Judge Hornak granted in part and denied in part OpenPittsburgh.org's request. On August 9, 2016, Judge Hornak extended the deadline for OpenPittsburgh.org's petitions but denied preliminary injunctive relief and directed the Elections Division to accept referendum petitions circulated by an out-of-state circulator as long as certain information including their name, residence, age and citizenship were included. Judge Hornak also stated:

In furtherance of the relief granted by this Order, it is hereby ORDERED that Defendants Mark Wolosik, John P. DeFazio, Rich Fitzgerald, and Samuel Demarco shall, until 5:00 p.m. EDT on August 15, 2016, accept referendum Petitions from Plaintiff OpenPittsburgh.org ("OPO") signed by petitioners between 5:00 p.m. EDT on August 9, 2016 and 4:00 p.m. EDT August 15, 2016. All such Petitions shall be subject to review under and compliance with applicable law, except to the extent otherwise provided by this Order.

OpenPittsburgh.org submitted petitions on August 9 and 15, 2016. The Elections Division "reluctantly" decided to accept them and place their question on the ballot. On

August 22, 2016, the City filed Objections to the Question for Referendum.

The City has standing to challenge the number of signatures submitted by OpenPittsburgh.org. The City is "aggrieved" by having a "substantial, direct, and immediate interest in the outcome." Pennsylvania Gaming Control Bd. v. City Council of Philadelphia, 928 A.2d 1255, 1265-66 (Pa. 2007). The HRC is the City's foundational document and OpenPittsburgh.org is attempting to introduce numerous changes which will cause a fundamental change in how the City functions.

OpenPittsburgh.org has failed to muster the necessary number of qualifying signatures to place the referendum on the ballot. According to the formula provided in 53 Pa. C.S.A. § 2943(a), 7,582 signatures are necessary to place the question on the ballot. On August 9 and 15, 2016, OpenPittsburgh.org submitted a total of 12,315 signatures to the Elections Division. However, 3,792 of those signatures must be stricken primarily because the petition paper was not submitted with a valid notarized affidavit as required. Additionally, another 8,454 signatures must be stricken because they were gathered by out-of-state circulators prior to the extended submission deadline of August 15, 2016. Furthermore, there is no verification that the out-of-state circulators were adults or U.S. citizens. Finally, they were not notarized or sworn. That leaves OpenPittsburgh.org with less than 7,582 required signatures necessary to place the question on the ballot. Judge Hornak made those additional requirements a condition for the extension of the filing deadline. The failure to comply with those requirements is a fatal defect and cannot be cured by an amendment.

The Elections Division received timely notice of the City's Objections. OpenPittsburgh.org claims that the City did not properly serve the Elections Division

within the statutorily mandated timeframe under 25 P.S. §2937. They note that “[s]ervice by mail is not precluded by the Election Code, but receipt of notice within the seven day period is mandatory, so as a practical matter, personal service is required.” However, the Pennsylvania Supreme Court defined “service” as “the exhibition or delivery of a legal document ‘to a person who is thereby advised or warned of some action or step which he is commanded to take or forbear.’” Petition of Acosta, 578 A.2d 407, 409 n.4 (Pa. 1990). Council for the City exhibited the Objections to the County Solicitor prior to the 5:00 p.m. deadline. As stated above, Judge Hornak ordered that the County “shall, until 5:00 p.m. EDT on August 15, 2016, accept referendum Petitions from Plaintiff OpenPittsburgh.org (“OPO”) signed by petitioners between 5:00 p.m. EDT on August 9, 2016 and 4:00 p.m. EDT August 15, 2016.” The seven day period for challenging the referendum began to run on Friday, August 19, 2016 when the Elections Division sent its letter stating that they were reluctantly accepting OpenPittsburgh.org’s submissions. The County Solicitor received an e-mail copy of the Objections on August 22nd at 5:11 p.m and the Court of Common Pleas received a copy of the petition on August 23rd.

OpenPittsburgh.org’s referendum question contains “material errors or defects” under 25 P.S. §2936(a) and shall not be permitted to be filed. OpenPittsburgh.org’s proposed amendment consists of approximately 12,000 words of legal requirements and provisions and the current HRC contains only about 9,000 words. It is impossible for a 75 word question on the ballot to accurately represent the scope of OpenPittsburgh.org’s 12,000 word proposed amendment. In a similar case, the Commonwealth Court held that a vaguely worded referendum may not be placed on the

ballot. In City of Pittsburgh v. Cty. Of Allegheny Dep't of Admin. Servs., Election Div., 860 A.2d 616, 619 (Pa. Cmwlth. 2004), the following referendum was proposed:

In order to maintain adequate Health and Safety for all residents, including seniors, children and adults in the City of Pittsburgh, the National Fire Protection Association's NFPA 1710 Standards for Organization and Deployment of Fire Suppression Operations shall be a mandatory standard to be implemented and followed by the City of Pittsburgh and the Pittsburgh Fire Bureau.

The referendum contained changes that would have a significant impact on governmental budgets and resource management. The Commonwealth Court found that due to the way it was worded, the referendum was defective and should not appear on the ballot. The Court stated, "the original referendum question was written in very non-specific terms and in a manner that appealed to the sensibilities of any reasonable lay person, i.e., the question began with the statement '[i]n order to maintain adequate Health and Safety for all residents, including seniors, children and adults in the City of Pittsburgh...' In other words, any reasonable lay person would not be hesitant to sign a petition with the question as presented, especially where that question seems to imply that the adoption of the NFPA 1710 standards was necessary to ensure that person's health and safety.]" Id. at 619 n. 6. Similarly, OpenPittsburgh.org's referendum question does not accurately describe the nature of the changes it would make to the HRC.

Based upon the foregoing, the City's Objections to the Question for Referendum are sustained and OpenPittsburgh.org's Question for Referendum is set aside.

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION

CITY OF PITTSBURGH,

Petitioner

v.

OPENPITTSBURGH.ORG; and COUNTY
OF ALLEGHENY, DEPARTMENT OF
ADMINISTRATIVE SERVICES,
ELECTION DIVISION,

Respondents.

No. GD 16-015884

ORDER OF COURT

AND NOW, this 20th day of September 2016, upon consideration of the
City of Pittsburgh's Objection to the Question for Referendum, it is hereby Ordered that
the City's Objections are sustained and the Question for Referendum at issue is set
aside.

By the Court,

Joseph James J.

Commonwealth of Pennsylvania
DEPARTMENT OF STATE

OFFICIAL USE ONLY

ATTENTION!

A. This Petition may be used to submit for Nomination the Name of One Candidate for One Office Only.
B. Please refer to the instruction page provided with this petition for detailed information about completion of this form.

NOMINATION PETITION FOR: PRESIDENT OF THE UNITED STATES

DISTRICT NUMBER: Statewide •

YEAR OF PRIMARY: 2016

CANDIDATE'S NAME (PRINT OR TYPE NAME): Roque Rocky De La Fuente

OCCUPATION: Entrepreneur

RESIDENTIAL STREET ADDRESS: 700 Front Street, Apt. 2106

CITY, BOROUGH OR TWP.: San Diego

COUNTY OF SIGNERS: ALLEGHENY 02

PARTY OF SIGNERS: Democratic

To the SECRETARY OF THE COMMONWEALTH:

We, the undersigned, all of whom severally declare that we are qualified electors of the County and of the political district set forth above, that we are registered and enrolled members of the Political Party set forth above, and have signed no petition inconsistent herewith, do hereby petition the Secretary of the Commonwealth to have the candidate whose Name, Occupation and Residence are as set forth above, certified to the County Board of Elections of said County or Counties in said District, to be printed on the Primary Ballot of said Party, for the Year and Office set forth above.

SIGNATURE OF ELECTOR	PRINTED NAME OF ELECTOR	PLACE OF RESIDENCE			DATE OF SIGNING
		House No.	Street or Road	City, Boro or Twp.	
1. <i>Tim Barry</i>	TIM BARRY	1614	Mill St	Pgh	2/9/16
2. <i>David Pirelli</i>	DAVID PIRELLI	5529	Darlington	Pgh	2/1/16
3. <i>Ronna Scordato</i>	RONNA SCORDATO	1432	Prechward	Hgh	2/9/2016
4. <i>Wesley Bigger</i>	WESLEY BIGGER	1070	Forward	Pgh	2-9-16
5. <i>Sharon M. Dineen</i>	SHARON M. DINEEN	1112	1112	15088	2-8-16
6. <i>Susan Kenfeld</i>	SUSAN KENFELD	6129	Cumbe St	Pgh 15214	2-9-16
7. <i>Ivan Engd</i>	IVAN ENGEL	6582	Rosemar St	Pgh, Pa	2/9/16
8. <i>Renata Nelson</i>	RENATA NELSON	6311	Jackson St	Pgh 15206	2/9/16
9. <i>James V. McInerney</i>	JAMES V. MCINERNEY	610	WORTH ST	Pittsburgh	2-9-16
10. <i>Mary Hart</i>	MARY HART	147	Washington	Pittsburgh	2/9/16
11. <i>Stephen D Androca</i>	STEPHEN D ANDROCA	5714	Beacon	Pitt	2/9/16
12. <i>Samuel T Funder</i>	SAMUEL T FUNDER	5627	Hobart	Pittsburgh	2/9/16
13. <i>Brad Kindelberg</i>	BRAD KINDELBERG	847	Middle Rd	Pittsburgh	2/9/16
14. <i>Arthur L. Solomon</i>	ARTHUR L. SOLOMON	2219	Shady Ave	Pittsburgh	2/9/16

DSBE-56 (5/13) ALLEGHENY 02

Department of State

Page _____ Side 1

SIGNATURE OF ELECTOR	PRINTED NAME OF ELECTOR	PLACE OF RESIDENCE			DATE OF SIGNING
		House No.	Street or Road	City, Boro or Twp.	
	Thomas J. Giga	3437	Mylnard	Gh 15217	2/9/16
	Sarah Minion	5630	Hobart	Pgh 15217	2/9/16
	Jessica Kaminsky	204	Dillworth	Pgh 15211	2/9/16
	MARCO FORNAL	352	MURRAY	Pgh PA 15213	2/9/16
	Jason R. Beck	4750	Center	PGH PA 15213	2/9/16
	Jake Falber	5837	Darlington	Pgh PA 15217	2/9/16
	Aaron Pirovanni	5468	Broad St	PGH PA 15206	2/9/16
	Kara Peters	6364	Phillips Ave	Pgh PA 15217	2/9/16
23.					
24.					
25.					
26.					
27.					
28.					
29.					
30.					

AFFIDAVIT OF CIRCULATOR

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF Allegheny SS:

CIRCULATOR SHOULD COMPLETE
1 - 5 BELOW

I do swear (or affirm) that I am a qualified elector of the Commonwealth, duly registered and enrolled as a member of the political party designated in this nomination petition; that my residence is as set forth below; that the signers to the foregoing petition signed the same with full knowledge of the contents thereof; that their respective residences are correctly stated therein; that each signed on the date set opposite his or her name; that to the best of my knowledge and belief, the signers are qualified electors, duly registered and enrolled members of the political party and of the political district designated in this petition, and that they are residents in the County specified in number one below.

Sworn to and subscribed before me this 11 day of February 20 16

1 Allegheny
County of Petition Signers Residence

2
Signature of Circulator

3 Curtis Jones
Printed Name of Circulator

4 4255 Cokebridge St
Street

5 Pgh PA 15201
City, Borough or Twp. Zip Code

My commission expires Sept 7, 2018

NOTARIAL SEAL
Joanne E. Brannich, Notary Public
Ross Twp., Allegheny County
My Commission Expires Sept 7, 2018
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

NOTE: THIS AFFIDAVIT MUST BE EXECUTED AFTER ALL SIGNATURES HAVE BEEN OBTAINED.



Commonwealth of Pennsylvania
DEPARTMENT OF STATE

OFFICIAL USE ONLY

ATTENTION!

- A. This Petition may be used to submit for Nomination the Name of One Candidate for One Office Only.
B. Please refer to the instruction page provided with this petition for detailed information about completion of this form.

NOMINATION PETITION FOR: PRESIDENT OF THE UNITED STATES

DISTRICT NUMBER: Statewide

YEAR OF PRIMARY: 2016

CANDIDATE'S NAME(PRINT OR TYPE NAME): Roque Rocky De La Fuente

OCCUPATION: Entrepreneur

RESIDENTIAL STREET ADDRESS: 700 Front Street, Apt. 2106,

CITY, BOROUGH OR TWP.: San Diego

COUNTY OF SIGNERS: ALLEGHENY 02

PARTY OF SIGNERS: Democratic

To the SECRETARY OF THE COMMONWEALTH:

We, the undersigned, all of whom severally declare that we are qualified electors of the County and of the political district set forth above, that we are registered and enrolled members of the Political Party set forth above, and have signed no petition inconsistent herewith, do hereby petition the Secretary of the Commonwealth to have the candidate whose Name, Occupation and Residence are as set forth above, certified to the County Board of Elections of said County or Counties in said District, to be printed on the Primary Ballot of said Party, for the Year and Office set forth above.

SIGNATURE OF ELECTOR	PRINTED NAME OF ELECTOR	PLACE OF RESIDENCE			DATE OF SIGNING
		House No.	Street or Road	City, Boro or Twp.	
1. <i>[Signature]</i>	Jordan Barr	3561	Shadelan	Pittsburgh	2/4/16
2. <i>[Signature]</i>	Marie Clarke	APT 2R	Center	Pittsburgh	2/4/16
3. <i>[Signature]</i>	PAMELA GREEN	185	Orchard D	Penn Hills	2/4/16
4. <i>[Signature]</i>	Jonny Yang	112	Grondview	McKeesport	2/4/16
5. <i>[Signature]</i>	Bridget Sneed	1512	Woodland Ave	Pgh, PA	2/4/16
6. <i>[Signature]</i>	Cornelius Willing	909	Carrington	Pittsburgh PA	2/4/16
7. <i>[Signature]</i>	Debbie Cromlish	1619	Antrim St	Pgh. PA.	2-9-16
8. <i>[Signature]</i>	ALYSSA J. JAMES	15217	Shady Ave	Pgh	2-9-16
9. <i>[Signature]</i>	Jessica Appen	1122	Prance St	Pgh	2/9/16
10. <i>[Signature]</i>	Kathleen Brant	719	Boggs Ave	Pgh	2/9/16
11. <i>[Signature]</i>	Robert Kozka	135	Wynhurst	Pgh	2/9/16
12. <i>[Signature]</i>	Durayne Robinson	3725	ORWOOD	Pgh	2/9/16
13. <i>[Signature]</i>	Elaine Levine	6209	MAUNTER	Pgh	2/9/16
14. <i>[Signature]</i>	Reginald Bailey	120	Southside	Pgh, PA	2/9/16

PAGE 4

	SIGNATURE OF ELECTOR	PRINTED NAME OF ELECTOR	PLACE OF RESIDENCE			DATE OF SIGNING
			House No.	Street or Road	City, Boro or Twp.	
15.	<i>[Signature]</i>	LESLIE M. PRINCE	1604	Neskeyh	Rt, PA 15001	2-9-2016
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AFFIDAVIT OF CIRCULATOR

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Allegheny SS:CIRCULATOR SHOULD COMPLETE
1 - 5 BELOW

I do swear (or affirm) that I am a qualified elector of the Commonwealth, duly registered and enrolled as a member of the political party designated in this nomination petition; that my residence is as set forth below; that the signers to the foregoing petition signed the same with full knowledge of the contents thereof; that their respective residences are correctly stated therein; that each signed on the date set opposite his or her name; that to the best of my knowledge and belief, the signers are qualified electors, duly registered and enrolled members of the political party and of the political district designated in this petition, and that they are residents in the County specified in number one below.

Sworn to and subscribed before me this 11 1 Allegheny
 day of February 20 16 2 [Signature]
Joanne E. Braunlich 3 Charles Jones
 4 4259 Coburn St
 5 Rt PA 15001
 My commission expires Sept. 7, 2018 City, Borough or Twp. Zip Code

COMMONWEALTH OF PENNSYLVANIA
 NOTARIAL SEAL
 (Official Title)
 Joanne E. Braunlich, Notary Public
 Ross Twp., Allegheny County
 My Commission Expires Sept. 7, 2018
 MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

NOTE: THIS AFFIDAVIT MUST BE EXECUTED AFTER ALL SIGNATURES HAVE BEEN OBTAINED.



**Commonwealth of Pennsylvania
DEPARTMENT OF STATE**

OFFICIAL USE ONLY

ATTENTION!

- A. This Petition may be used to submit for Nomination the Name of One Candidate for One Office Only.
B. Please refer to the instruction page provided with this petition for detailed information about completion of this form.

NOMINATION PETITION FOR: PRESIDENT OF THE UNITED STATES

DISTRICT NUMBER: Statewide

YEAR OF PRIMARY: 2016

CANDIDATE'S NAME(PRINT OR TYPE NAME): Roque Rocky De La Fuente

OCCUPATION: Entrepreneur

RESIDENTIAL STREET ADDRESS: 700 Front Street, Apt. 2106,

CITY, BOROUGH OR TWP.: San Diego

COUNTY OF SIGNERS: ALLEGHENY 02

PARTY OF SIGNERS: Democratic

To the SECRETARY OF THE COMMONWEALTH:

We, the undersigned, all of whom severally declare that we are qualified electors of the County and of the political district set forth above, that we are registered and enrolled members of the Political Party set forth above, and have signed no petition inconsistent herewith, do hereby petition the Secretary of the Commonwealth to have the candidate whose Name, Occupation and Residence are as set forth above, certified to the County Board of Elections of said County or Counties in said District, to be printed on the Primary Ballot of said Party, for the Year and Office set forth above.

SIGNATURE OF ELECTOR	PRINTED NAME OF ELECTOR	PLACE OF RESIDENCE			DATE OF SIGNING
		House No.	Street or Road	City, Boro or Twp.	
1. Rasheeda Moore	RASHEEDA MOORE	3103	Ashlyn St	Pgh, PA 15242	2-4-16
2. Tahj Moore	Tahj Moore	3103	Ashlyn St	Pgh PA 15242	2-4-16
3. Lyric Moore	Lyric Moore	3103	Ashlyn St	Pgh PA 15242	2-4-16
4. JAMIE KAVITIN	JAMIE KAVITIN	315	SIF	1144 PCH	2-4-16
5. Brandy Christner	Brandy Christner	13	Pride St	Pittsburgh	2-4-16
6. Felicia Blackwell	Felicia Blackwell	153	W. Port St.	Pgh	2-4-16
7. Lushon Dean	Lushon Dean	1114	Faulkner	Pgh PA	2-4-16
8. Jade Limes	Jade Limes	316	Pine St.	Curwensville	2-4-16
9. Devin Gibson	Devin Gibson	525	Penn Ave	Pgh PA	2-4-16
10. Dylan Chiffas	Dylan Chiffas	623	N. Venable	Pgh PA	2-4-16
11. Carmen Smith	Carmen Smith	357	Mitchell	Pgh	2/4/16
12. Esther Spurlock	Esther Spurlock	241	Edgewood Ave	Edgewood	2/4/16
13. Shawn Charles	Shawn Charles	4308	Sylvan Ave	Pgh PA, K201	2-4-16
14. Kristin Boehm	Kristin Boehm	16066	Cross Creek	Crabapple PA	2-4-16

	SIGNATURE OF ELECTOR	PRINTED NAME OF ELECTOR	PLACE OF RESIDENCE			DATE OF SIGNING
			House No.	Street or Road	City, Boro or Twp.	
15.		Stephen Mayer	11	Center Dr	Monessen	2-4-16
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COMMONWEALTH OF PENNSYLVANIA		AFFIDAVIT OF CIRCULATOR		CIRCULATOR SHOULD COMPLETE 1 - 5 BELOW	
COUNTY OF <u>Allegheny</u> SS:					
<p>I do swear (or affirm) that I am a qualified elector of the Commonwealth, duly registered and enrolled as a member of the political party designated in this nomination petition; that my residence is as set forth below; that the signers to the foregoing petition signed the same with full knowledge of the contents thereof; that their respective residences are correctly stated therein; that each signed on the date set opposite his or her name; that to the best of my knowledge and belief, the signers are qualified electors, duly registered and enrolled members of the political party and of the political district designated in this petition, and that they are residents in the County specified in number one below.</p>					
Sworn to and subscribed before me this _____		1 <u>William Troutman</u> <u>Allegheny</u> County of Petition Signers Residence			
day of <u>11th Feb</u> 20 <u>16</u>		2 <u>Will Troutman</u> Signature of Circulator			
<u>Jeanne E. Bruns</u>		3 <u>William Troutman</u> Printed Name of Circulator			
		4 <u>2044 Brownsville</u> Street			
My commission expires _____		5 <u>2044 Brownsville</u> <u>Poh PA 15210</u> City, Borough or Twp. Zip Code			
<p>COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL (Official Seal, Notary Public) Joanne E. Bruns, Notary Public Ross Twp., Allegheny County My Commission Expires Sept. 7, 2018 MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES</p>					
NOTE: THIS AFFIDAVIT MUST BE EXECUTED AFTER ALL SIGNATURES HAVE BEEN OBTAINED.					



**Commonwealth of Pennsylvania
DEPARTMENT OF STATE**

OFFICIAL USE ONLY

ATTENTION!

- A. This Petition may be used to submit for Nomination the Name of One Candidate for One Office Only.
B. Please refer to the instruction page provided with this petition for detailed information about completion of this form.

NOMINATION PETITION FOR: PRESIDENT OF THE UNITED STATES

DISTRICT NUMBER: Statewide

YEAR OF PRIMARY: 2016

CANDIDATE'S NAME(PRINT OR TYPE NAME): Roque Rocky De La Fuente

OCCUPATION: Entrepreneur

RESIDENTIAL STREET ADDRESS: 700 Front Street, Apt. 2106,

CITY, BOROUGH OR TWP.: San Diego

COUNTY OF SIGNERS: ALLEGHENY 02

PARTY OF SIGNERS: Democratic

To the SECRETARY OF THE COMMONWEALTH:

We, the undersigned, all of whom severally declare that we are qualified electors of the County and of the political district set forth above, that we are registered and enrolled members of the Political Party set forth above, and have signed no petition inconsistent herewith, do hereby petition the Secretary of the Commonwealth to have the candidate whose Name, Occupation and Residence are as set forth above, certified to the County Board of Elections of said County or Counties in said District, to be printed on the Primary Ballot of said Party, for the Year and Office set forth above.

	SIGNATURE OF ELECTOR	PRINTED NAME OF ELECTOR	PLACE OF RESIDENCE			DATE OF SIGNING
			House No.	Street or Road	City, Boro or Twp.	
1.		Dasia Clemons	2615	S. Braddock	Pittsburgh PA	2/4/16
2.		Deborah Kiesel-Ryan	828	Hutton Rd	Vernon 15147	2/4/16
3.		Rashad Lewis	310	310 Elmore	Pittsburgh	2/4/16
4.		JAMES CDAVIS	211	Lucust St	Pittsburgh	2/4/16
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	SIGNATURE OF ELECTOR	PRINTED NAME OF ELECTOR	PLACE OF RESIDENCE			DATE OF SIGNING
			House No.	Street or Road	City, Boro or Twp.	
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AFFIDAVIT OF CIRCULATOR

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Allegheny SS:CIRCULATOR SHOULD COMPLETE
1 - 5 BELOW

I do swear (or affirm) that I am a qualified elector of the Commonwealth, duly registered and enrolled as a member of the political party designated in this nomination petition; that my residence is as set forth below; that the signers to the foregoing petition signed the same with full knowledge of the contents thereof; that their respective residences are correctly stated therein; that each signed on the date set opposite his or her name; that to the best of my knowledge and belief, the signers are qualified electors, duly registered and enrolled members of the political party and of the political district designated in this petition, and that they are residents in the County specified in number one below.

Sworn to and subscribed before me this 11day of February 20 14

James C. Braunlich
 COMMONWEALTH OF PENNSYLVANIA
 NOTARIAL SEAL
 (Official Name) Braunlich, Notary Public
 Ross Twp., Allegheny County
 My Commission Expires Sept. 7, 2018
 MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

My commission expires

1 William Troutman Allegheny
 County of Petition Signers Residence
 2 William Troutman
 Signature of Circulator
 3 William Troutman
 Printed Name of Circulator
 4 2044 Brownsville
 Street
 5 2044 Brownsville Bk PA 15210
 City, Borough or Twp. Zip Code

NOTE: THIS AFFIDAVIT MUST BE EXECUTED AFTER ALL SIGNATURES HAVE BEEN OBTAINED.

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES (this "*Agreement*") is made and entered into as of the 11th day of November, 2015, by and between Cruz for President ("*CFP*"), a Texas nonprofit corporation, and Benezet Consulting LLC, a Texas limited liability company. ("*Consultant*").

RECITALS

WHEREAS, CFP desires to retain Consultant for ballot access services as described in Attachment A and Consultant desires to be retained by CFP in said capacity; and

WHEREAS, Each party desires to set forth in writing the terms and conditions of their understandings and agreement.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the sufficiency of which is hereby acknowledged by the parties, CFP hereby agrees to retain Consultant, and Consultant hereby accepts such engagement upon the terms and conditions set forth in this Agreement.

AGREEMENT

ARTICLE 1 POSITION, DUTIES AND TERM

1.1 Services and Duties. Consultant shall provide the services to CFP as described in Attachment A (the "*Services*"). Consultant warrants that all Services under this Agreement shall be performed and completed in a professional, ethical, and competent manner.

1.2 Relationship of Parties. Consultant shall act as an independent contractor in performing the Services described in this Agreement. Nothing contained herein shall be deemed to make Consultant the agent, employee, joint venturer, or partner of CFP, or be deemed to provide Consultant with the power or authority to act for or on behalf of CFP, or to bind CFP to any contract, agreement, or arrangement with any other person, except as specifically set forth herein. Personnel supplied by Consultant will be deemed to be Consultant's employees, representatives, agents or subcontractors, and will not for any purpose be considered employees or agents of CFP.

1.3 Use of Employees and Subcontractors. Consultant will keep CFP informed as to the identity of any individual or individuals retained by Consultant who may be performing services on Consultant's behalf under this Agreement. Actual direction and control of such employees, agents and independent contractors shall at all times be Consultant's responsibility. Notwithstanding the forgoing, CFP may, at any time and for any reason, request that such employees and/or subcontractors be reassigned and different employees or subcontractors be assigned to work on CFP's account.

1.4 Term. The term of this contract shall commence on November 9, 2015 (the "*Commencement Date*"), shall continue until January 11, 2016.

1.5 Termination by Either Party. Either party may terminate this Agreement at any time, and for any reason, by providing seven (7) days written notice to the other party. In the event of termination, all accrued compensation and reimbursement of all properly approved expenses incurred through the seventh (7th) day subsequent to receipt of such notice shall be paid. Notwithstanding the foregoing, this Agreement shall automatically terminate upon the withdrawing of Ted Cruz's 2016



TDP

Statement of Candidacy for President of the United States with the Federal Election Commission or a public statement by Ted Cruz or CFP that Ted Cruz is terminating, winding up, or suspending his 2016 campaign for President of the United States.

1.6 Termination by CFP for Cause. CFP may terminate this Agreement at any time for Cause. Upon termination by CFP for Cause, Consultant shall only be entitled to accrued compensation and reimbursement of all properly approved expenses. The Consultant's termination for Cause becomes effective immediately upon notice. "Cause" means any of the following:

- (a) Consultant's commission of theft, embezzlement, any other act of dishonesty relating to Consultant's Services to CFP, or any violation of CFP policies, or any law, rules, or regulations applicable to the CFP;
- (b) Consultant's conviction of, or pleading guilty or nolo contendere to, a felony or any lesser crime having as its predicate element fraud, dishonesty, misappropriation, or moral turpitude;
- (c) Consultant's failure to perform the Services under this Agreement, which failure to perform is not remedied within ten (5) days after notice thereof to the Consultant by CFP; or
- (d) Consultant's commission of an act or acts in the performance of his/her duties under this Agreement amounting to gross negligence or willful misconduct, including, but not limited to, any breach of Section 4.1.

ARTICLE 2 COMPENSATION AND EXPENSES

2.1 Compensation. For the performance of the Services and duties described in Article 1 and in Attachment A, in accordance with the terms of this Agreement, CFP agrees to pay Consultant as set forth below.

2.2 Reimbursement on Signature Basis. CFP agrees to reimburse Consultant on a per valid signature cost for signatures collected by paid signature gatherers pursuant to this section and the schedule in Attachment A. Consultant may hire, as independent contractors to Consultant, signature gatherers/circulators/field managers, upon prior approval of CFP, subject to the terms and conditions of Attachment A.

2.3 Reimbursement of Expenses. CFP shall reimburse Consultant for the business expenses that are reasonable and necessary and are incurred by Consultant while performing the Services under this Agreement upon presentation of expense statements, receipts and/or vouchers, or such other information and documentation as CFP may reasonably require. Any travel, or combination of expenditures exceeding \$50 must be pre-approved in writing by Greg Graves or Mark Campbell or his or her designee prior to incurring such expense, and CFP reserves the right to reject any such proposed expenditure. Consultant shall provide, upon request, an explanation of the purpose of any particular business expense and an estimate of the cost of the same, prior to incurring any expense related to the same. CFP reserves the right to reject any business expense.

2.4 Billing and Payment. Consultant shall submit invoices to CFP on an as-completed basis. If Consultant transmits an invoice to CFP on a timely basis, then CFP shall pay such invoice within fourteen (14) days of its submission to CFP. Consultant shall be entitled to discontinue services under this Agreement in the event that any invoice is not paid when due; notwithstanding the foregoing, CFP shall

not be responsible for the payment of Consultant's invoices that are billed more than sixty (60) days subsequent to the date in which the work was performed or the expense was incurred.

ARTICLE 3 COMPLIANCE AND AUTHORITY

3.1 Compliance Responsibilities. Consultant represents to CFP that Consultant is knowledgeable of the compliance and legal obligations of CFP pursuant to the Federal Election Campaign Act of 1971, as amended, and its implementing regulations found in Chapter 11 of the Code of Federal Regulations, and Consultant agrees to comply with the provisions of such laws in all respects applicable to the performance of the Services under this Agreement. Consultant further agrees to consult with CFP legal counsel in the event that Consultant has questions regarding the application of any federal, state, and/or local laws and regulations to Consultant's Services for CFP.

3.2 Authority. Consultant may not enter into any legally binding agreement, written or oral, or take any other legal act in the name of CFP without the prior approval of Greg Graves or Mark Campbell.

ARTICLE 4 CONFIDENTIALITY

4.1 Nondisclosure. Consultant agrees and acknowledges that, contemporaneously with the execution of this Agreement and throughout the course of his/her engagement with CFP, CFP may disclose to Consultant various "Confidential Information" (defined below) which Consultant would not otherwise receive. Except as set forth herein, at all times during Consultant's engagement and thereafter, Consultant will hold in strictest confidence and will not disclose, use, provide access to, or publish any Confidential Information. Except as set forth herein, Consultant agrees that all Confidential Information, whether prepared by Consultant or otherwise coming into Consultant's possession, shall remain the exclusive property of the CFP. Consultant hereby assigns to CFP any rights Consultant may have or acquire in such Confidential Information and recognizes that all Confidential Information is the sole property of CFP and its assigns.

(a) **Confidential Information.** "Confidential Information" is defined as consisting of, but not limited to, information relating to CFP's: (1) operations and methods; (2) existing and proposed strategies; (3) financial information; (4) compensation arrangements and amounts; (5) contractual relationships (including this Agreement); (6) business and political partners and relationships; (7) internal affairs, including donor lists, polling data, and other non-public information related to politically-related activity; (8) business, political, and marketing plans and strategies; (9) lists with information or requirements related to existing or prospective donors, partners, or service providers; (10) confidential or proprietary information, regardless of the medium in which any such information is contained and includes information that is used in the operation, technology, and dealings of CFP. Confidential Information shall not include: (A) information that Consultant may furnish to third parties after prior written approval by CFP under this Section 4.1, (B) information that Consultant is required by law, regulation, court order or discovery demand to disclose; provided, however, that in the case of clause (B), Consultant gives CFP, to the extent permitted by law, reasonable notice prior to the disclosure of the Confidential Information and the reasons and circumstances surrounding such disclosure to provide CFP an opportunity to seek a protective order or other appropriate request for confidential treatment of the applicable Confidential Information, or (C) information publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Consultant.

(b) **Exclusive Property.** Consultant agrees that all Confidential Information, whether prepared by Consultant or otherwise coming into his/her possession during Consultant's engagement with the CFP, shall remain the exclusive property of the CFP.

(c) **Prior Approval.** Consultant agrees not to communicate, directly or indirectly, with any member of the news media about, or on behalf of, CFP without the prior written approval of Mark Campbell or his or her designee. Consultant further agrees that Consultant shall not, without the prior written approval of Mark Campbell use, disclose, provide access to, or publish to any third party any of the Confidential Information described herein, directly or indirectly, either during Consultant's engagement with the CFP or at any time following the termination of Consultant's employment with CFP, except as otherwise provided for in subparagraph (a) above.

(d) **Return of Materials.** Upon termination of this Agreement, Consultant agrees that all Confidential Information and other files, documents, materials, records, notebooks, customer or donor lists, proposals, contracts, agreements and other repositories containing information concerning CFP or the business of CFP (including all copies and electronic versions thereof) in Consultant's possession, custody or control, whether prepared by Consultant or others, shall remain with or be returned to CFP promptly (within twenty-four (24) hours) after the termination date.

(e) **Survival of Covenants.** This Section 4.1 shall survive the expiration or termination of this Agreement for any reason. Consultant agrees not to challenge the enforceability or scope of this Section 4.1. Consultant further agrees to notify all future persons, organizations, funds or businesses, with which he/she becomes affiliated or employed by, though December 2016, of the restrictions set forth in this Section 4.1, prior to the commencement of any such affiliation or employment

(f) **Remedies.** The parties recognize and affirm that in the event of a breach or threatened breach of Section 4.1 of this Agreement, money damages would be inadequate and CFP would not have an adequate remedy at law. Accordingly, the parties agree that in the event of a breach or a threatened breach of Sections 4.1, CFP may, in addition and supplementary to other rights and remedies existing in its favor, apply to any court of law or equity of competent jurisdiction for specific performance and/or injunctive or other relief in order to enforce or prevent any violations of the provisions hereof without posting a bond or other security.

ARTICLE 5 OWNERSHIP OF MATERIALS

5.1 Exclusive Ownership. CFP retains and reserves the right of exclusive ownership and use of any copy, product, publication, or any facsimile thereof which may result from Consultant's Services. Consultant and CFP agree that the work described in Article I and Attachment A will be considered a "work for hire" for the purpose of the United States copyright law, 17 U.S.C. § 101 *et seq.*, and that Consultant hereby irrevocably assigns and transfers to CFP all right, title and interest in and to the Consultant's work and Services to CFP, including, without limitation, all patent and copyright interests, and agrees to execute all documents reasonably requested by CFP for the purpose of applying for and obtaining any patent and copyright registrations.

**ARTICLE 6
MISCELLANEOUS**

6.1 Complete Agreement. This Agreement represents the complete and entire agreement between CFP and Consultant and completely replaces and supersedes all previous agreements, whether written or oral, pertaining to the subject matter hereof.

6.2 No Inconsistent Obligations. Consultant represents and warrants that to his/her knowledge Consultant has no obligations, legal, in contract, or otherwise, inconsistent with the terms of this Agreement or with Consultant's undertaking employment with CFP to perform the Services and duties described herein. Consultant will not disclose to CFP, or use, or induce CFP to use, any confidential, proprietary, or trade secret information of others. Consultant represents and warrants that to Consultant's knowledge Consultant has returned all property and confidential information belonging to all prior employers, if Consultant is obligated to do so.

6.3 Binding Agreement. This Agreement shall inure to the benefit of and be binding upon Consultant, his/her heirs and personal representatives, and CFP, its successors and assigns.

6.4 Non-Assignability. This Agreement shall not be assigned by Consultant without the prior written approval of Mark Campbell. CFP may assign its rights and obligations under this Agreement.

6.5 Modification or Waiver. The failure or omission of CFP to require Consultant's strict compliance of any one or more terms, covenants, conditions, or provisions of this Agreement, or to exercise any of its rights or remedies in any circumstance, shall not constitute a waiver or relinquishment of any of CFP's rights granted hereunder or of any future performance of such terms, covenants, conditions, or provisions, constitute a precedent, or otherwise affect the interpretation of this Agreement. No terms or provisions of this Agreement may be amended, waived, or modified without a written agreement that expressly references this Agreement and that is signed by both the Consultant and a duly authorized representative for CFP.

6.6 Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, mailed by certified mail (return receipt requested) or sent by overnight delivery service, electronic mail, or facsimile transmission (with electronic confirmation of successful transmission) to the parties at the following addresses or at such other addresses as shall be specified by the parties by like notice, in order of preference of the recipient:

If to CFP:

Cruz for President
P.O. Box 25376
Houston, TX 77265

If to Consultant:

Benezet Consulting LLC
3800 Creek Rd
Dripping Springs, TX 78620

Notice so given shall, in the case of mail, be deemed to be given and received on the fifth calendar day after posting, in the case of overnight delivery service, on the date of actual delivery and, in the case of

facsimile transmission, electronic mail or personal delivery, on the date of actual transmission or, as the case may be, personal delivery.

6.7 Attorneys' Fees. In the event either party must bring suit for any reason under this Agreement, the prevailing party shall be entitled to recover all costs of such suit, including reasonable attorneys' fees, from the other party.

6.8 Choice of Law and Venue. CFP and Consultant agree that the terms of this Agreement shall be deemed to be made under, governed by, and construed in accordance with, the laws of the State of Texas, without regard to any conflict of laws rule or principle which might refer the governance or construction of this Agreement to the laws of another jurisdiction. Any action in regard to this Agreement or arising out of its terms and conditions shall only be instituted in Harris County, Texas.

6.9 Dispute Resolution. Any dispute arising out of, or relating to, this Agreement shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules then in effect to be held in Harris County, Texas, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. If the amount in controversy exceeds \$500,000, arbitration shall be conducted under the Procedures for Large, Complex Commercial Disputes.

6.10 Headings. The headings in this Agreement are included for the sole purpose of convenience, and they shall not in any way limit or affect the meaning or interpretation of any of the terms or provisions contained in this Agreement.

6.11 Severability and Reformation. If any of the terms or provisions contained in this Agreement are held to be invalid, void, or unenforceable by a court of competent jurisdiction, then the remaining terms and provisions shall continue in full force and effect, and the invalid, void or unenforceable provisions shall be deemed severable. Moreover, if any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, activity, or subject, it shall be reformed by limiting and reducing it to the minimum extent necessary, so as to be enforceable to the extent compatible with applicable law.

6.12 Counterparts and Facsimile. This Agreement may be executed in counterparts, and all counterparts will be considered as part of one agreement binding on all parties to this Agreement. This Agreement may be executed via facsimile, the signatures of which shall be deemed legal and binding as an original signature hereto.

6.13 Time is of the Essence. The parties acknowledge and agree that time is of the essence in performing their respective obligations under this Agreement.

IN WITNESS WHEREOF, CFP and Consultant have executed this Agreement, effective as of the day and year first above written.

For Cruz for President:

Dated: 2-4-16

By: Sarah Hall

Print Name: Sarah Haller

Title: Director of Operations

For Benezet Consulting LLC

Dated: 11/12/15

By: Trent Pool

Print Name: Trent Pool

Title: President, Benezet Consulting

Attachment A

1. To qualify Ted Cruz for the 2016 Republican Primary Ballot in Vermont:
 - a. **Legal Compliance:** Consultant agrees to work with CFP's legal team in reviewing ballot access requirements for Vermont. This review will include determination of ballot access deadlines for commencement of the ballot access process, the deadline on when ballot access must be achieved, and to assist in reviewing all forms and any petitions or any other documents required to comply with Vermont's ballot access laws. Consultant will assist CFP with determining, among other things, residency requirements for circulators, the classification of who may sign ballot access petitions in each jurisdiction, and compliance with signature distribution requirements where required. With respect to any requirement related to signature gathering, CFP shall have the controlling interpretation of any rule, regulation, or practice.
 - b. **Ballot Access/Signature Collection:** Consultant, in consultation with CFP, will place experienced signature gatherers to collect the signatures. For paid gatherers, Consultant will (1) provide oversight, training and management of the collection of the signatures (2) recommend to CFP optimum pricing to pay circulators and local field managers to ensure the net valid signatures are collected within the deadline periods (3) provide circulators with any campaign literature and CFP guiding principles; and (4) monitor the pace of the signature collection and report signatures collected in each jurisdiction on a weekly or twice weekly basis or as reasonably requested by CFP.
 - c. **Scans for Daily Verification.** Consultant must, on a daily basis, provide scans or acceptable copies of petition pages to Cruz for President headquarters, in a manner as specified by Cruz for President or its agent, for the essential signature verification process (determining the validity of the signatures).
 - d. **Original Petition sheets.** The original petition sheets gathered by Consultant are property of Cruz for President and must be held securely by Consultant until filing at a time to be designated by Cruz for President, acting through its agents Greg Graves or Mark Campbell.

VERMONT

	Net Valid Signatures	Cost/Valid Signature	Total Cost
TOTAL VERMONT SIGNATURE COST	1,500	\$4.50	\$6,750

TDP

FIRST AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

THIS FIRST AMENDATORY AGREEMENT is made as of the execution date set forth below by and between Cruz for President ("CFP"), a Texas nonprofit corporation, and Benezet Consulting LLC, a Texas limited liability company. ("Consultant").

WHEREAS, CFP and Consultant entered into an agreement on November 11, 2015 to provide professional consulting services ("Agreement"); and

WHEREAS, CFP and Consultant desire to add an additional location and terms to the Agreement;

NOW, THEREFORE, CFP and Consultant agree as follows;

ARTICLE 1.4, TERM shall be amended to extend the term of the agreement to February 1, 2016.

ARTICLE 2.2, REIMBURSEMENT ON SIGNATURE BASIS shall be amended to strike "valid."

ARTICLE 2.3, REIMBURSEMENT OF EXPENSES shall be amended to add: "Notwithstanding the foregoing, compensation for services performed in Rhode Island will not include reimbursable expenses."

ATTACHMENT A shall be amended to:

Add to existing section 1: "and Rhode Island"

Strike references to valid signatures

Add Rhode Island

	Net Signatures	Cost/ Signature	Total Cost
TOTAL RHODE ISLAND SIGNATURE COST	300	\$8.00	\$2400.00

All other terms and conditions contained in the Agreement shall remain in full force and effect.

This First Amendatory Agreement is hereby executed on this 29 day of January 2016

For Cruz for President:

Dated: 2-4-16

By: Sarah Hoeller

Name: Sarah Hoeller

Title: Director of Operations

For Benezet Consulting LLC:

Dated: _____

By: _____

Name: Trenton Pool

Title: President, Benezet Consulting LLC

SECOND AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

THIS SECOND AMENDATORY AGREEMENT is made as of the execution date set forth below by and between Cruz for President ("**CFP**"), a Texas nonprofit corporation, and Benezet Consulting LLC, a Texas limited liability company. ("**Consultant**").

WHEREAS, CFP and Consultant entered into an agreement on November 11, 2015 to provide professional consulting services ("**Agreement**"), which was amended on January 30, 2016; and

WHEREAS, CFP and Consultant desire to add an additional location and terms to the Agreement;

NOW, THEREFORE, CFP and Consultant agree as follows;

ARTICLE 1.4, TERM shall be amended to extend the term of the agreement to March 1, 2016.

ARTICLE 2.2, REIMBURSEMENT ON SIGNATURE BASIS shall be re-amended to add "valid."

ARTICLE 2.3, REIMBURSEMENT OF EXPENSES shall be amended to add: "Notwithstanding the foregoing, compensation for services performed in Pennsylvania will not include reimbursable expenses except notary fees up to \$1000.00."

ATTACHMENT A shall be amended to:

Add to existing section 1: "and Pennsylvania"

Un-strike references to valid signatures

Add to existing section 1.b.(4): For Pennsylvania, Consultant must report total signatures gathered at 5 PM and 10 PM each day.

Add e. **Data**. For Pennsylvania, CFP is to provide I360 access for block-walking immediately upon contract commencement.

Add Pennsylvania

CD	Net Presidential Signatures	Net Delegate Signatures	Total Signatures	Cost/ Signature	Total Cost
4	275	275 x 3	1100	\$6.50	\$7150
5	275	275 x 3	1100	\$6.50	\$7150
6	275	275 x 3	1100	\$6.50	\$7150
8	275	275 x 3	1100	\$6.50	\$7150
14	275	275 x 3	1100	\$6.50	\$7150
					\$35750

Half of the total Pennsylvania cost is to be paid upfront to Consultant.

All other terms and conditions contained in the Agreement shall remain in full force and effect.

This Second Amendatory Agreement is hereby executed on this 3rd day of February 2016

For Cruz for President:

For Benezet Consulting LLC:

Dated: 2-4-16

Dated: _____

By: Sarah Hoeller

By: _____

Name: Sarah Hoeller

Name: Trenton Pool

Title: Director of Operations

Title: President, Benezet Consulting LLC



Trenton Pool <tdonnpool@gmail.com>

Delegate Process

1 message

Trenton Pool <tdonnpool@gmail.com>

Sun, Feb 7, 2016 at 12:29 PM

To: Greg Graves <ggraves@tedcruz.org>, Vonne Andring <Vonne@pacruzade.com>

Hey Guys-

Based on my communications earlier wanted to re-iterate there are a few delegates statewide who were RP committed and could poach for Cruz most likely- Larry Borland (12th) has over 300 signatures and is a good example.

Also, attached is a list of people instrumental in the state in 2012's collection process....

1	Dale	Kerns	kerns.dr40@gmail.com	484.574.5596	Yes
2	Bill	Faust	williamfaust234@comcast.net	267-639-5183	Yes
3	Brandon	Magoon	brandon.magoon@gmail.com	814-218-6409	Yes
4*	David	Garry	dgarry7@hotmail.com	717-943-2817	Yes
4	Rebekah	Forney	window-of-opportunity@hotmail.com	443-974-0324	Yes
5	Thomas	Brown	thomas.g.brown@hotmail.com	570-417-3695	Yes
5	Mark	Brady	mavmr3@gmail.com	814-880-4780	Yes
6	Gary	Lloyd	garylloyd@gmail.com	215-313-0827	Yes
7*	Pat	Sellers	psellers624@gmail.com	610-942-9449	Yes
8*	Rob	Pepe	rob@ptpusa.com	215-801-5033	Yes



9	Audra	Cruder	audrarp2012@gmail.com	724-288-5888	Yes
9	Patricia	Gambol	pgambol@gmail.com	626-216-8081	Yes
10	Billy	Allred	billy.allred@spx.com	570-974-9749	Yes
11	Scott	Davis	scott@ronpaulpa.com	717-884-9030	Yes
12*	Lawrence	Borland	blkrose@pitt.edu	412-606-7798	Yes
13	Ken	Fichtner	kafst26@gmail.com	610.621.6614	Yes
13	Steven	Gilber	sgilber@aol.com	267-205-2068	Yes
14	Andy	Maul	andymaul@yahoo.com	412-478-9082	Yes
14	Jared	Yanovich	slovichon@gmail.com	724-875-9380	Yes
15	Rich	Piotrowski	rich@richpiotrowski.org	610-400-3120	Yes
15	Giovanni	Landi	tfbgino@yahoo.com	484-706-0360	Yes
16	Ben	Sheaffer	bugsmashers@hotmail.com	717-271-1896	Yes
17	Eric	Villano	ericvillano@aol.com	570-451-1152	Yes
18*	Elizabeth	Heaton	curly_brown2001@yahoo.com	727-253-5550	Yes

Thanks,

--
Trenton Donn Pool
 President

Direct: 512-784-0132
Email: tdonnpool@gmail.com

Benezet Consulting, LLC
3800 Creek Rd
Dripping Springs, TX 78620

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES (this "*Agreement*") is made and entered into as of the 31st day of January, 2016, by and between Signature Masters Inc., a Wyoming corporation ("*Masters*"), and Benezet Consulting LLC, a Texas limited liability company. ("*Consultant*").

RECITALS

WHEREAS, Masters desires to retain Consultant for ballot access services as described in Attachment A and Consultant desires to be retained by Masters in said capacity; and

WHEREAS, Each party desires to set forth in writing the terms and conditions of their understandings and agreement.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the sufficiency of which is hereby acknowledged by the parties, Masters hereby agrees to retain Consultant, and Consultant hereby accepts such engagement upon the terms and conditions set forth in this Agreement.

AGREEMENT

ARTICLE 1 POSITION, DUTIES AND TERM

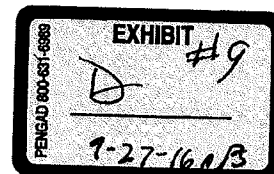
1.1 Services and Duties. Consultant shall provide the services to Masters as described in Attachment A (the "*Services*"). Consultant warrants that all Services under this Agreement shall be performed and completed in a professional, ethical, and competent manner.

1.2 Relationship of Parties. Consultant shall act as an independent contractor in performing the Services described in this Agreement. Nothing contained herein shall be deemed to make Consultant the agent, employee, joint venturer, or partner of Masters, or be deemed to provide Consultant with the power or authority to act for or on behalf of Masters, or to bind Masters to any contract, agreement, or arrangement with any other person, except as specifically set forth herein. Personnel supplied by Consultant will be deemed to be Consultant's employees, representatives, agents or subcontractors, and will not for any purpose be considered employees or agents of Masters.

1.3 Use of Employees and Subcontractors. Consultant may retain any individual or individuals to perform services on Consultant's behalf under this Agreement. Actual direction and control of such employees, agents and independent contractors shall at all times be Consultant's responsibility.

1.4 Term. The term of this contract shall commence on January 31, 2016 (the "*Commencement Date*"), shall continue until December 31, 2016.

1.5 Termination by Either Party. Either party may terminate this Agreement at any time, and for any reason, by providing five (5) days written notice to the other party. In the event of termination, all accrued compensation and reimbursement of all properly approved expenses incurred through the day subsequent to receipt of such notice shall be paid.



ARTICLE 2 COMPENSATION AND EXPENSES

2.1 Compensation. For the performance of the Services and duties described in Article 1 and in Attachment A, in accordance with the terms of this Agreement, Masters agrees to pay Consultant as set forth below.

2.2 Reimbursement on Signature Basis. Masters agrees to reimburse Consultant on a per signature cost for signatures collected by paid signature gatherers pursuant to this section and the schedule in Attachment A.

2.3 Reimbursement of Expenses. Masters shall reimburse Consultant for the reasonable and necessary expenses that are incurred by Consultant while performing the Services under this Agreement, including travel into state and specific directed in-state travel at a .45/mile rate or gas receipts directly related to specific, directed travel into state or in-state travel, lodging, rental cars, copying/scanning/mailling costs, notarization and witnessing fees, upon presentation of expense statements, receipts and/or vouchers, or such other information and documentation as Masters may reasonably require.

2.4 Billing and Payment. Consultant shall submit invoices to Masters on an as-completed basis. If Consultant transmits an invoice to Masters on a timely basis, then Masters shall pay such invoice within seven (7) days of its submission to Masters. Consultant shall be entitled to discontinue services under this Agreement in the event that any invoice is not paid when due.

KEY

3.1 Authority. Consultant may not enter into any legally binding agreement, written or oral, or take any other legal act in the name of Masters without prior approval.

ARTICLE 4 MISCELLANEOUS

4.1 Complete Agreement. This Agreement represents the complete and entire agreement between Masters and Consultant and completely replaces and supersedes all previous agreements, whether written or oral, pertaining to the subject matter hereof.

4.2 No Inconsistent Obligations. Consultant represents and warrants that to his/her knowledge Consultant has no obligations, legal, in contract, or otherwise, inconsistent with the terms of this Agreement or with Consultant's undertaking employment with Masters to perform the Services and duties described herein. Consultant will not disclose to Masters, or use, or induce Masters to use, any confidential, proprietary, or trade secret information of others. Consultant represents and warrants that to Consultant's knowledge Consultant has returned all property and confidential information belonging to all prior employers, if Consultant is obligated to do so.

4.3 Binding Agreement. This Agreement shall inure to the benefit of and be binding upon Consultant, his/her heirs and personal representatives, and Masters, its successors and assigns.

4.4 Non-Assignability. This Agreement shall not be assigned without prior written approval.

4.5 Modification or Waiver. The failure or omission of Masters to require Consultant's strict compliance of any one or more terms, covenants, conditions, or provisions of this Agreement, or to exercise any of its rights or remedies in any circumstance, shall not constitute a waiver or relinquishment of any of Masters's rights granted hereunder or of any future performance of such terms, covenants, conditions, or provisions, constitute a precedent, or otherwise affect the interpretation of this Agreement. No terms or provisions of this Agreement may be amended, waived, or modified without a written agreement that expressly references this Agreement and that is signed by both the Consultant and a duly authorized representative for Masters.

4.6 Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, mailed by certified mail (return receipt requested) or sent by overnight delivery service, electronic mail, or facsimile transmission (with electronic confirmation of successful transmission) to the parties at the following addresses or at such other addresses as shall be specified by the parties by like notice, in order of preference of the recipient:

If to Masters:

Signature Masters Inc.
1623 Central Ave
Suite 145
Cheyenne, Wyoming 82001

If to Consultant:

Benezet Consulting LLC
3800 Creek Rd
Dripping Springs, TX 78620

Notice so given shall, in the case of mail, be deemed to be given and received on the fifth calendar day after posting, in the case of overnight delivery service, on the date of actual delivery and, in the case of facsimile transmission, electronic mail or personal delivery, on the date of actual transmission or, as the case may be, personal delivery.

4.7 Attorneys' Fees. In the event either party must bring suit for any reason under this Agreement, the prevailing party shall be entitled to recover all costs of such suit, including reasonable attorneys' fees, from the other party.

4.8 Choice of Law and Venue. Masters and Consultant agree that the terms of this Agreement shall be deemed to be made under, governed by, and construed in accordance with, the laws of the State of Texas, without regard to any conflict of laws rule or principle which might refer the governance or construction of this Agreement to the laws of another jurisdiction. Any action in regard to this Agreement or arising out of its terms and conditions shall only be instituted in Hays County, Texas.

4.9 Headings. The headings in this Agreement are included for the sole purpose of convenience, and they shall not in any way limit or affect the meaning or interpretation of any of the terms or provisions contained in this Agreement.

4.10 Severability and Reformation. If any of the terms or provisions contained in this Agreement are held to be invalid, void, or unenforceable by a court of competent jurisdiction, then the remaining terms and provisions shall continue in full force and effect, and the invalid, void or unenforceable provisions shall be deemed severable. Moreover, if any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, activity, or subject, it shall be reformed by limiting and reducing it to the minimum extent necessary, so as to be enforceable to the extent compatible with applicable law.

4.11 Counterparts and Facsimile. This Agreement may be executed in counterparts, and all counterparts will be considered as part of one agreement binding on all parties to this Agreement. This Agreement may be executed via facsimile, the signatures of which shall be deemed legal and binding as an original signature hereto.

4.12 Time is of the Essence. The parties acknowledge and agree that time is of the essence in performing their respective obligations under this Agreement.

IN WITNESS WHEREOF, Masters and Consultant have executed this Agreement, effective as of the day and year first above written.

For Signature Masters Inc.:

Dated: 02/08/2015

By: Shawn D. Wilmoth

Print Name:

Shawn D. Wilmoth

Title:

Chief Relations Officer at Signature Masters Inc

For Benezet Consulting LLC

Dated: _____

By: _____

Print Name:

Title:

Attachment A

1. To qualify Rocque de la Fuente for the 2016 Republican Primary Ballot in

Pennsylvania:

- a. **Ballot Access/Signature Collection:** Consultant, in consultation with Masters, will place experienced signature gatherers and make a good faith attempt to collect the below numbers of signatures.
- b. **Original Petition sheets.** The original petition sheets gathered by Consultant are property of Masters and must be held securely by Consultant until collected for filing by Masters.

Pennsylvania

Signatures	Rate	Additional Fees	Rate
3000+	\$5.00	Witness	\$10/hour

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES (this "**Agreement**") is made and entered into as of the 11th day of November, 2015, by and between Cruz for President ("**CFP**"), a Texas nonprofit corporation, and Benezet Consulting LLC, a Texas limited liability company. ("**Consultant**").

RECITALS

WHEREAS, CFP desires to retain Consultant for ballot access services as described in Attachment A and Consultant desires to be retained by CFP in said capacity; and

WHEREAS, Each party desires to set forth in writing the terms and conditions of their understandings and agreement.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the sufficiency of which is hereby acknowledged by the parties, CFP hereby agrees to retain Consultant, and Consultant hereby accepts such engagement upon the terms and conditions set forth in this Agreement.

AGREEMENT

**ARTICLE 1
POSITION, DUTIES AND TERM**

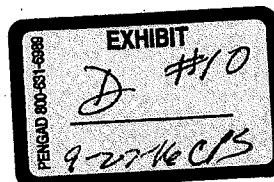
1.1 Services and Duties. Consultant shall provide the services to CFP as described in Attachment A (the "**Services**"). Consultant warrants that all Services under this Agreement shall be performed and completed in a professional, ethical, and competent manner.

1.2 Relationship of Parties. Consultant shall act as an independent contractor in performing the Services described in this Agreement. Nothing contained herein shall be deemed to make Consultant the agent, employee, joint venturer, or partner of CFP, or be deemed to provide Consultant with the power or authority to act for or on behalf of CFP, or to bind CFP to any contract, agreement, or arrangement with any other person, except as specifically set forth herein. Personnel supplied by Consultant will be deemed to be Consultant's employees, representatives, agents or subcontractors, and will not for any purpose be considered employees or agents of CFP.

1.3 Use of Employees and Subcontractors. Consultant will keep CFP informed as to the identity of any individual or individuals retained by Consultant who may be performing services on Consultant's behalf under this Agreement. Actual direction and control of such employees, agents and independent contractors shall at all times be Consultant's responsibility. Notwithstanding the forgoing, CFP may, at any time and for any reason, request that such employees and/or subcontractors be reassigned and different employees or subcontractors be assigned to work on CFP's account.

1.4 Term. The term of this contract shall commence on November 9, 2015 (the "**Commencement Date**"), shall continue until January 11, 2016.

1.5 Termination by Either Party. Either party may terminate this Agreement at any time, and for any reason, by providing seven (7) days written notice to the other party. In the event of termination, all accrued compensation and reimbursement of all properly approved expenses incurred through the seventh (7th) day subsequent to receipt of such notice shall be paid. Notwithstanding the foregoing, this Agreement shall automatically terminate upon the withdrawing of Ted Cruz's 2016



TDP

Statement of Candidacy for President of the United States with the Federal Election Commission or a public statement by Ted Cruz or CFP that Ted Cruz is terminating, winding up, or suspending his 2016 campaign for President of the United States.

1.6 Termination by CFP for Cause. CFP may terminate this Agreement at any time for Cause. Upon termination by CFP for Cause, Consultant shall only be entitled to accrued compensation and reimbursement of all properly approved expenses. The Consultant's termination for Cause becomes effective immediately upon notice. "Cause" means any of the following:

- (a) Consultant's commission of theft, embezzlement, any other act of dishonesty relating to Consultant's Services to CFP, or any violation of CFP policies, or any law, rules, or regulations applicable to the CFP;
- (b) Consultant's conviction of, or pleading guilty or nolo contendere to, a felony or any lesser crime having as its predicate element fraud, dishonesty, misappropriation, or moral turpitude;
- (c) Consultant's failure to perform the Services under this Agreement, which failure to perform is not remedied within ten (5) days after notice thereof to the Consultant by CFP; or
- (d) Consultant's commission of an act or acts in the performance of his/her duties under this Agreement amounting to gross negligence or willful misconduct, including, but not limited to, any breach of Section 4.1.

ARTICLE 2 COMPENSATION AND EXPENSES

2.1 Compensation. For the performance of the Services and duties described in Article 1 and in Attachment A, in accordance with the terms of this Agreement, CFP agrees to pay Consultant as set forth below.

2.2 Reimbursement on Signature Basis. CFP agrees to reimburse Consultant on a per valid signature cost for signatures collected by paid signature gatherers pursuant to this section and the schedule in Attachment A. Consultant may hire, as independent contractors to Consultant, signature gatherers/circulators/field managers, upon prior approval of CFP, subject to the terms and conditions of Attachment A.

2.3 Reimbursement of Expenses. CFP shall reimburse Consultant for the business expenses that are reasonable and necessary and are incurred by Consultant while performing the Services under this Agreement upon presentation of expense statements, receipts and/or vouchers, or such other information and documentation as CFP may reasonably require. Any travel, or combination of expenditures exceeding \$50 must be pre-approved in writing by Greg Graves or Mark Campbell or his or her designee prior to incurring such expense, and CFP reserves the right to reject any such proposed expenditure. Consultant shall provide, upon request, an explanation of the purpose of any particular business expense and an estimate of the cost of the same, prior to incurring any expense related to the same. CFP reserves the right to reject any business expense.

2.4 Billing and Payment. Consultant shall submit invoices to CFP on an as-completed basis. If Consultant transmits an invoice to CFP on a timely basis, then CFP shall pay such invoice within fourteen (14) days of its submission to CFP. Consultant shall be entitled to discontinue services under this Agreement in the event that any invoice is not paid when due; notwithstanding the foregoing, CFP shall

not be responsible for the payment of Consultant's invoices that are billed more than sixty (60) days subsequent to the date in which the work was performed or the expense was incurred.

ARTICLE 3 COMPLIANCE AND AUTHORITY

3.1 Compliance Responsibilities. Consultant represents to CFP that Consultant is knowledgeable of the compliance and legal obligations of CFP pursuant to the Federal Election Campaign Act of 1971, as amended, and its implementing regulations found in Chapter 11 of the Code of Federal Regulations, and Consultant agrees to comply with the provisions of such laws in all respects applicable to the performance of the Services under this Agreement. Consultant further agrees to consult with CFP legal counsel in the event that Consultant has questions regarding the application of any federal, state, and/or local laws and regulations to Consultant's Services for CFP.

3.2 Authority. Consultant may not enter into any legally binding agreement, written or oral, or take any other legal act in the name of CFP without the prior approval of Greg Graves or Mark Campbell.

ARTICLE 4 CONFIDENTIALITY

4.1 Nondisclosure. Consultant agrees and acknowledges that, contemporaneously with the execution of this Agreement and throughout the course of his/her engagement with CFP, CFP may disclose to Consultant various "Confidential Information" (defined below) which Consultant would not otherwise receive. Except as set forth herein, at all times during Consultant's engagement and thereafter, Consultant will hold in strictest confidence and will not disclose, use, provide access to, or publish any Confidential Information. Except as set forth herein, Consultant agrees that all Confidential Information, whether prepared by Consultant or otherwise coming into Consultant's possession, shall remain the exclusive property of the CFP. Consultant hereby assigns to CFP any rights Consultant may have or acquire in such Confidential Information and recognizes that all Confidential Information is the sole property of CFP and its assigns.

(a) **Confidential Information.** "Confidential Information" is defined as consisting of, but not limited to, information relating to CFP's: (1) operations and methods; (2) existing and proposed strategies; (3) financial information; (4) compensation arrangements and amounts; (5) contractual relationships (including this Agreement); (6) business and political partners and relationships; (7) internal affairs, including donor lists, polling data, and other non-public information related to politically-related activity; (8) business, political, and marketing plans and strategies; (9) lists with information or requirements related to existing or prospective donors, partners, or service providers; (10) confidential or proprietary information, regardless of the medium in which any such information is contained and includes information that is used in the operation, technology, and dealings of CFP. Confidential Information shall not include: (A) information that Consultant may furnish to third parties after prior written approval by CFP under this Section 4.1, (B) information that Consultant is required by law, regulation, court order or discovery demand to disclose; provided, however, that in the case of clause (B), Consultant gives CFP, to the extent permitted by law, reasonable notice prior to the disclosure of the Confidential Information and the reasons and circumstances surrounding such disclosure to provide CFP an opportunity to seek a protective order or other appropriate request for confidential treatment of the applicable Confidential Information, or (C) information publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Consultant.

(b) **Exclusive Property.** Consultant agrees that all Confidential Information, whether prepared by Consultant or otherwise coming into his/her possession during Consultant's engagement with the CFP, shall remain the exclusive property of the CFP.

(c) **Prior Approval.** Consultant agrees not to communicate, directly or indirectly, with any member of the news media about, or on behalf of, CFP without the prior written approval of Mark Campbell or his or her designee. Consultant further agrees that Consultant shall not, without the prior written approval of Mark Campbell use, disclose, provide access to, or publish to any third party any of the Confidential Information described herein, directly or indirectly, either during Consultant's engagement with the CFP or at any time following the termination of Consultant's employment with CFP, except as otherwise provided for in subparagraph (a) above.

(d) **Return of Materials.** Upon termination of this Agreement, Consultant agrees that all Confidential Information and other files, documents, materials, records, notebooks, customer or donor lists, proposals, contracts, agreements and other repositories containing information concerning CFP or the business of CFP (including all copies and electronic versions thereof) in Consultant's possession, custody or control, whether prepared by Consultant or others, shall remain with or be returned to CFP promptly (within twenty-four (24) hours) after the termination date.

(e) **Survival of Covenants.** This Section 4.1 shall survive the expiration or termination of this Agreement for any reason. Consultant agrees not to challenge the enforceability or scope of this Section 4.1. Consultant further agrees to notify all future persons, organizations, funds or businesses, with which he/she becomes affiliated or employed by, though December 2016, of the restrictions set forth in this Section 4.1, prior to the commencement of any such affiliation or employment

(f) **Remedies.** The parties recognize and affirm that in the event of a breach or threatened breach of Section 4.1 of this Agreement, money damages would be inadequate and CFP would not have an adequate remedy at law. Accordingly, the parties agree that in the event of a breach or a threatened breach of Sections 4.1, CFP may, in addition and supplementary to other rights and remedies existing in its favor, apply to any court of law or equity of competent jurisdiction for specific performance and/or injunctive or other relief in order to enforce or prevent any violations of the provisions hereof without posting a bond or other security.

ARTICLE 5 OWNERSHIP OF MATERIALS

5.1 **Exclusive Ownership.** CFP retains and reserves the right of exclusive ownership and use of any copy, product, publication, or any facsimile thereof which may result from Consultant's Services. Consultant and CFP agree that the work described in Article 1 and Attachment A will be considered a "work for hire" for the purpose of the United States copyright law, 17 U.S.C. § 101 *et seq.*, and that Consultant hereby irrevocably assigns and transfers to CFP all right, title and interest in and to the Consultant's work and Services to CFP, including, without limitation, all patent and copyright interests, and agrees to execute all documents reasonably requested by CFP for the purpose of applying for and obtaining any patent and copyright registrations.

**ARTICLE 6
MISCELLANEOUS**

6.1 Complete Agreement. This Agreement represents the complete and entire agreement between CFP and Consultant and completely replaces and supersedes all previous agreements, whether written or oral, pertaining to the subject matter hereof.

6.2 No Inconsistent Obligations. Consultant represents and warrants that to his/her knowledge Consultant has no obligations, legal, in contract, or otherwise, inconsistent with the terms of this Agreement or with Consultant's undertaking employment with CFP to perform the Services and duties described herein. Consultant will not disclose to CFP, or use, or induce CFP to use, any confidential, proprietary, or trade secret information of others. Consultant represents and warrants that to Consultant's knowledge Consultant has returned all property and confidential information belonging to all prior employers, if Consultant is obligated to do so.

6.3 Binding Agreement. This Agreement shall inure to the benefit of and be binding upon Consultant, his/her heirs and personal representatives, and CFP, its successors and assigns.

6.4 Non-Assignability. This Agreement shall not be assigned by Consultant without the prior written approval of Mark Campbell. CFP may assign its rights and obligations under this Agreement.

6.5 Modification or Waiver. The failure or omission of CFP to require Consultant's strict compliance of any one or more terms, covenants, conditions, or provisions of this Agreement, or to exercise any of its rights or remedies in any circumstance, shall not constitute a waiver or relinquishment of any of CFP's rights granted hereunder or of any future performance of such terms, covenants, conditions, or provisions, constitute a precedent, or otherwise affect the interpretation of this Agreement. No terms or provisions of this Agreement may be amended, waived, or modified without a written agreement that expressly references this Agreement and that is signed by both the Consultant and a duly authorized representative for CFP.

6.6 Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, mailed by certified mail (return receipt requested) or sent by overnight delivery service, electronic mail, or facsimile transmission (with electronic confirmation of successful transmission) to the parties at the following addresses or at such other addresses as shall be specified by the parties by like notice, in order of preference of the recipient:

If to CFP:

Cruz for President
P.O. Box 25376
Houston, TX 77265

If to Consultant:

Benezet Consulting LLC
3800 Creek Rd
Dripping Springs, TX 78620

Notice so given shall, in the case of mail, be deemed to be given and received on the fifth calendar day after posting, in the case of overnight delivery service, on the date of actual delivery and, in the case of

facsimile transmission, electronic mail or personal delivery, on the date of actual transmission or, as the case may be, personal delivery.

6.7 Attorneys' Fees. In the event either party must bring suit for any reason under this Agreement, the prevailing party shall be entitled to recover all costs of such suit, including reasonable attorneys' fees, from the other party.

6.8 Choice of Law and Venue. CFP and Consultant agree that the terms of this Agreement shall be deemed to be made under, governed by, and construed in accordance with, the laws of the State of Texas, without regard to any conflict of laws rule or principle which might refer the governance or construction of this Agreement to the laws of another jurisdiction. Any action in regard to this Agreement or arising out of its terms and conditions shall only be instituted in Harris County, Texas.

6.9 Dispute Resolution. Any dispute arising out of, or relating to, this Agreement shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules then in effect to be held in Harris County, Texas, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. If the amount in controversy exceeds \$500,000, arbitration shall be conducted under the Procedures for Large, Complex Commercial Disputes.

6.10 Headings. The headings in this Agreement are included for the sole purpose of convenience, and they shall not in any way limit or affect the meaning or interpretation of any of the terms or provisions contained in this Agreement.

6.11 Severability and Reformation. If any of the terms or provisions contained in this Agreement are held to be invalid, void, or unenforceable by a court of competent jurisdiction, then the remaining terms and provisions shall continue in full force and effect, and the invalid, void or unenforceable provisions shall be deemed severable. Moreover, if any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, activity, or subject, it shall be reformed by limiting and reducing it to the minimum extent necessary, so as to be enforceable to the extent compatible with applicable law.

6.12 Counterparts and Facsimile. This Agreement may be executed in counterparts, and all counterparts will be considered as part of one agreement binding on all parties to this Agreement. This Agreement may be executed via facsimile, the signatures of which shall be deemed legal and binding as an original signature hereto.

6.13 Time is of the Essence. The parties acknowledge and agree that time is of the essence in performing their respective obligations under this Agreement.

IN WITNESS WHEREOF, CFP and Consultant have executed this Agreement, effective as of the day and year first above written.

For Cruz for President:

Dated: 2-4-16

By: Sarah Hall

Print Name: Sarah Hoeller

Title: Director of Operations

For Benezet Consulting LLC

Dated: 11/12/15

By: Trenton Pool

Print Name: Trenton Pool

Title: President, Benezet Consulting

Attachment A

1. To qualify Ted Cruz for the 2016 Republican Primary Ballot in Vermont:
 - a. **Legal Compliance:** Consultant agrees to work with CFP's legal team in reviewing ballot access requirements for Vermont. This review will include determination of ballot access deadlines for commencement of the ballot access process, the deadline on when ballot access must be achieved, and to assist in reviewing all forms and any petitions or any other documents required to comply with Vermont's ballot access laws. Consultant will assist CFP with determining, among other things, residency requirements for circulators, the classification of who may sign ballot access petitions in each jurisdiction, and compliance with signature distribution requirements where required. With respect to any requirement related to signature gathering, CFP shall have the controlling interpretation of any rule, regulation, or practice.
 - b. **Ballot Access/Signature Collection:** Consultant, in consultation with CFP, will place experienced signature gatherers to collect the signatures. For paid gatherers, Consultant will (1) provide oversight, training and management of the collection of the signatures (2) recommend to CFP optimum pricing to pay circulators and local field managers to ensure the net valid signatures are collected within the deadline periods (3) provide circulators with any campaign literature and CFP guiding principles; and (4) monitor the pace of the signature collection and report signatures collected in each jurisdiction on a weekly or twice weekly basis or as reasonably requested by CFP.
 - c. **Scans for Daily Verification.** Consultant must, on a daily basis, provide scans or acceptable copies of petition pages to Cruz for President headquarters, in a manner as specified by Cruz for President or its agent, for the essential signature verification process (determining the validity of the signatures).
 - d. **Original Petition sheets.** The original petition sheets gathered by Consultant are property of Cruz for President and must be held securely by Consultant until filing at a time to be designated by Cruz for President, acting through its agents Greg Graves or Mark Campbell.

VERMONT

	Net Valid Signatures	Cost/Valid Signature	Total Cost
TOTAL VERMONT SIGNATURE COST	1,500	\$4.50	\$6,750

TDP

FIRST AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

THIS FIRST AMENDATORY AGREEMENT is made as of the execution date set forth below by and between Cruz for President ("**CFP**"), a Texas nonprofit corporation, and Benezet Consulting LLC, a Texas limited liability company. ("**Consultant**").

WHEREAS, CFP and Consultant entered into an agreement on November 11, 2015 to provide professional consulting services ("**Agreement**"); and

WHEREAS, CFP and Consultant desire to add an additional location and terms to the Agreement;

NOW, THEREFORE, CFP and Consultant agree as follows;

ARTICLE 1.4, TERM shall be amended to extend the term of the agreement to February 1, 2016.

ARTICLE 2.2, REIMBURSEMENT ON SIGNATURE BASIS shall be amended to strike "valid."

ARTICLE 2.3, REIMBURSEMENT OF EXPENSES shall be amended to add: "Notwithstanding the foregoing, compensation for services performed in Rhode Island will not include reimbursable expenses."

ATTACHMENT A shall be amended to:

Add to existing section 1: "and Rhode Island"

Strike references to valid signatures

Add Rhode Island

	Net Signatures	Cost/ Signature	Total Cost
TOTAL RHODE ISLAND SIGNATURE COST	300	\$8.00	\$2400.00

All other terms and conditions contained in the Agreement shall remain in full force and effect.

This First Amendatory Agreement is hereby executed on this 29 day of January 2016

TDP

For Cruz for President:

Dated: 2-4-16

By: Sarah Hoeller

Name: Sarah Hoeller

Title: Director of Operations

For Benezet Consulting LLC:

Dated: 2/4/16

By: Trenton Pool

Name: Trenton Pool

Title: President, Benezet Consulting LLC

SECOND AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

THIS SECOND AMENDATORY AGREEMENT is made as of the execution date set forth below by and between Cruz for President ("**CFP**"), a Texas nonprofit corporation, and Benezet Consulting LLC, a Texas limited liability company. ("**Consultant**").

WHEREAS, CFP and Consultant entered into an agreement on November 11, 2015 to provide professional consulting services ("**Agreement**"), which was amended on January 30, 2016; and

WHEREAS, CFP and Consultant desire to add an additional location and terms to the Agreement;

NOW, THEREFORE, CFP and Consultant agree as follows;

ARTICLE 1.4, TERM shall be amended to extend the term of the agreement to March 1, 2016.

ARTICLE 2.2, REIMBURSEMENT ON SIGNATURE BASIS shall be re-amended to add "valid."

ARTICLE 2.3, REIMBURSEMENT OF EXPENSES shall be amended to add: "Notwithstanding the foregoing, compensation for services performed in Pennsylvania will not include reimbursable expenses except notary fees up to \$1000.00."

ATTACHMENT A shall be amended to:

Add to existing section 1: "and Pennsylvania"

Un-strike references to valid signatures

Add to existing section 1.b.(4): For Pennsylvania, Consultant must report total signatures gathered at 5 PM and 10 PM each day.

Add e. **Data**. For Pennsylvania, CFP is to provide I360 access for block-walking immediately upon contract commencement.

Add Pennsylvania

CD	Net Presidential Signatures	Net Delegate Signatures	Total Signatures	Cost/ Signature	Total Cost
4	275	275 x 3	1100	\$6.50	\$7150
5	275	275 x 3	1100	\$6.50	\$7150
6	275	275 x 3	1100	\$6.50	\$7150
8	275	275 x 3	1100	\$6.50	\$7150
14	275	275 x 3	1100	\$6.50	\$7150
					\$35750

Half of the total Pennsylvania cost is to be paid upfront to Consultant.

All other terms and conditions contained in the Agreement shall remain in full force and effect.

This Second Amendatory Agreement is hereby executed on this 3rd day of February 2016

For Cruz for President:

For Benezet Consulting LLC:

Dated: 2-4-16

Dated: 2/4/16

By: Sarah Hoeller

By: [Signature]

Name: Sarah Hoeller

Name: Trenton Pool

Title: Director of Operations

Title: President, Benezet Consulting LLC

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES (this "**Agreement**") is made and entered into as of the 6th day of June, 2016, by and between _____ ("**Client**") and Benezet Consulting LLC, a Texas limited liability company. ("**Consultant**").

RECITALS

WHEREAS, Client desires to retain Consultant for ballot access services as described in Attachment A and Consultant desires to be retained by Client in said capacity; and

WHEREAS, Each party desires to set forth in writing the terms and conditions of their understandings and agreement.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the sufficiency of which is hereby acknowledged by the parties, Client hereby agrees to retain Consultant, and Consultant hereby accepts such engagement upon the terms and conditions set forth in this Agreement.

AGREEMENT

ARTICLE 1 POSITION, DUTIES AND TERM

1.1 Services and Duties. Consultant shall provide the services to Client as described in Attachment A (the "**Services**"). Consultant warrants that all Services under this Agreement shall be performed and completed in a professional, ethical, and competent manner.

1.2 Relationship of Parties. Consultant shall act as an independent contractor in performing the Services described in this Agreement. Nothing contained herein shall be deemed to make Consultant the agent, employee, joint venturer, or partner of Client, or be deemed to provide Consultant with the power or authority to act for or on behalf of Client, or to bind Client to any contract, agreement, or arrangement with any other person, except as specifically set forth herein. Personnel supplied by Consultant will be deemed to be Consultant's employees, representatives, agents or subcontractors, and will not for any purpose be considered employees or agents of Client.

1.3 Use of Employees and Subcontractors. Consultant may retain any individual or individuals to perform services on Consultant's behalf under this Agreement. Actual direction and control of such employees, agents and independent contractors shall at all times be Consultant's responsibility.

1.4 Term. The term of this contract shall commence on June 2, 2016 (the "**Commencement Date**"), shall continue until December 31, 2016.

1.5 Termination by Either Party. Either party may terminate this Agreement at any time, and for any reason, by providing seven (7) days written notice to the other party. In the event of termination, all accrued compensation and reimbursement of all properly approved expenses incurred through the day subsequent to receipt of such notice shall be paid.



**ARTICLE 2
COMPENSATION AND EXPENSES**

2.1 Compensation. For the performance of the Services and duties described in Article 1 and in Attachment A, in accordance with the terms of this Agreement, Client agrees to pay Consultant as set forth below.

2.2 Reimbursement on Signature Basis. Client agrees to reimburse Consultant on a per signature cost for signatures collected by paid signature gatherers pursuant to this section and the schedule in Attachment A.

2.3 Reimbursement of Expenses. Client shall reimburse Consultant for printing and scanning expenses that are incurred by Consultant while performing the Services under this Agreement upon presentation of expense statements, receipts and/or vouchers, or such other information and documentation as Client may reasonably require, not to exceed \$1000.00.

2.4 Billing and Payment. Consultant shall submit invoices to Client on an as-completed basis. If Consultant transmits an invoice to Client on a timely basis, then Client shall pay such invoice within three (3) days of its submission to Client. Consultant shall be entitled to discontinue services under this Agreement in the event that any invoice is not paid when due.

**ARTICLE 3
COMPLIANCE AND AUTHORITY**

3.1 Authority. Consultant may not enter into any legally binding agreement, written or oral, or take any other legal act in the name of Client without prior approval.

**ARTICLE 5
MISCELLANEOUS**

4.1 Complete Agreement. This Agreement represents the complete and entire agreement between Client and Consultant and completely replaces and supersedes all previous agreements, whether written or oral, pertaining to the subject matter hereof.

4.2 Binding Agreement. This Agreement shall inure to the benefit of and be binding upon Consultant, his/her heirs and personal representatives, and Client, its successors and assigns.

4.3 Non-Assignability. This Agreement shall not be assigned without prior written approval.

4.4 Modification or Waiver. The failure or omission of either party to require strict compliance of any one or more terms, covenants, conditions, or provisions of this Agreement, or to exercise any of its rights or remedies in any circumstance, shall not constitute a waiver or relinquishment of any rights granted hereunder or of any future performance of such terms, covenants, conditions, or provisions, constitute a precedent, or otherwise affect the interpretation of this Agreement. No terms or provisions of this Agreement may be amended, waived, or modified without a written agreement that expressly references this Agreement and that is signed by both the Consultant and a duly authorized representative for Client.

4.5 Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, mailed by certified mail (return receipt requested) or sent by overnight delivery service, electronic mail, or facsimile transmission (with electronic confirmation of successful transmission) to the parties at the following addresses or at such other addresses as shall be specified by the parties by like notice, in order of preference of the recipient:

If to Client:

If to Consultant:

Benezet Consulting LLC
3800 Creek Rd
Dripping Springs, TX 78620

Notice so given shall, in the case of mail, be deemed to be given and received on the fifth calendar day after posting, in the case of overnight delivery service, on the date of actual delivery and, in the case of facsimile transmission, electronic mail or personal delivery, on the date of actual transmission or, as the case may be, personal delivery.

4.6 Attorneys' Fees. In the event either party must bring suit for any reason under this Agreement, the prevailing party shall be entitled to recover all costs of such suit, including reasonable attorneys' fees, from the other party.

4.7 Choice of Law and Venue. Client and Consultant agree that the terms of this Agreement shall be deemed to be made under, governed by, and construed in accordance with, the laws of the State of Texas, without regard to any conflict of laws rule or principle which might refer the governance or construction of this Agreement to the laws of another jurisdiction. Any action in regard to this Agreement or arising out of its terms and conditions shall only be instituted in Hays County, Texas.

4.8 Headings. The headings in this Agreement are included for the sole purpose of convenience, and they shall not in any way limit or affect the meaning or interpretation of any of the terms or provisions contained in this Agreement.

4.9 Severability and Reformation. If any of the terms or provisions contained in this Agreement are held to be invalid, void, or unenforceable by a court of competent jurisdiction, then the remaining terms and provisions shall continue in full force and effect, and the invalid, void or unenforceable provisions shall be deemed severable. Moreover, if any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, activity, or subject, it shall be reformed by limiting and reducing it to the minimum extent necessary, so as to be enforceable to the extent compatible with applicable law.

4.10 Counterparts and Facsimile. This Agreement may be executed in counterparts, and all counterparts will be considered as part of one agreement binding on all parties to this Agreement. This Agreement may be executed electronically, the signatures of which shall be deemed legal and binding as an original signature hereto.

4.11 Time is of the Essence. The parties acknowledge and agree that time is of the essence in performing their respective obligations under this Agreement.

IN WITNESS WHEREOF, Client and Consultant have executed this Agreement, effective as of the day and year first above written.

For Client:

Dated: _____

By: _____

Print Name: _____

Title: _____

For Benezet Consulting LLC:

Dated: _____

By: _____

Print Name: Trenton D. Pool

Title: President, Benezet Consulting LLC

Attachment A

1. To qualify Rocque de la Fuente to be an independent candidate on the 2016 November General Election Ballot in **Ohio**:
 - a. **Ballot Access/Signature Collection:** Consultant, in consultation with Client, will place signature gatherers to collect the below numbers of signatures.
 - b. **Original Petition sheets.** The original petition sheets gathered by Consultant are property of Client and must be held securely by Consultant until collected for filing by Client. Client is solely responsible for arranging courier service to pick up and deliver or mail such petition sheets for filing. Client may separately contract with Consultant for such services, at Client's expense.
 - c. **Payment Schedule.** One third of the contract value (\$8000.00) is payable to Consultant up front before signature collection begins. One third of the contract value (\$8000.00) is payable to Consultant upon the provision of scanned proof of collection of 5000 signatures. The final contract balance is payable to Consultant upon filing.

Ohio

Signatures	Rate	Contract Value
8000	\$3.00	\$24,000.000

FIRST AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

THIS FIRST AMENDATORY AGREEMENT is made as of the execution date set forth below by and between Benezet Consulting LLC, a Texas limited liability company. ("Consultant") and XXX ("Client").

WHEREAS, Client and Consultant entered into an agreement on XXX to provide professional consulting services ("Agreement"), and

WHEREAS, Client and Consultant desire to amend the petitioning locations and add state-specific terms;

NOW, THEREFORE, Client and Consultant agree as follows;

1. Section 2.3 of the Agreement is amended to state: **Reimbursement of Expenses.** Client shall reimburse Consultant for necessary expenses that are incurred by Consultant while performing the Services under this Agreement upon presentation of expense statements, receipts and/or vouchers, or such other information and documentation as Client may reasonably require, not to exceed the expense limit for the state in which the expense is incurred as listed in Attachment A. Reimbursable expenses may exceed expense limits in Attachment A only with prior approval of the Client.

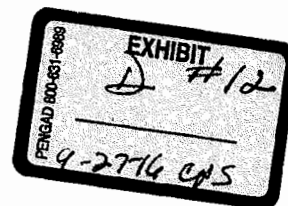
2. Section 1 of Attachment A is amended to state: To qualify Rocque de la Fuente to be an independent candidate on the 2016 November General Election Ballot in the states below:

3. Section 1.C of Attachment A is stricken.

4. The heading and table appearing in Attachment A is stricken and replaced with the following:

Multi-State Rate Card, Expenses, and Payment Terms

State	Signatures	Rate	Contract Value	Expense Limits	Payment Schedule
Ohio	8,000	\$3.00	\$24,000.00	1,000.00	One third of the contract value (\$8000.00) is payable to Consultant up front before signature collection begins. One third of the contract value (\$8000.00) is payable to Consultant upon the provision of scanned proof of collection of 5000 signatures. The final contract balance is payable to Consultant upon filing.
Pennsylvania	32,000	\$4.50	\$144,000.00	10,000.00*	\$60,000.00 of the contract value is payable to Consultant up front before signature collection begins. The remainder will come due in quarterly installments of \$21,000 upon provision of scanned proof of collection of ¼ (8,000) of the total contract signatures.
Massachusetts	16,000	\$3.50	\$56,000.00	12,000.00	Half of the contract value is payable to Consultant up front before signature collection begins. The remaining half will come due in two equal payments, the first upon provision of scanned proof of collection of ½ of the contract signatures and remaining balance upon filing.
Virginia	8,000	\$6.00	\$24,000.00	2,500.00	Half of the contract value is payable to Consultant up front before signature collection begins. The remaining half will come due in two equal payments, the first upon provision of scanned proof of collection of ½ of the contract signatures and remaining balance upon filing.
Rhode Island	2,000	\$3.50	\$7,000	5,000.00	Half of the contract value is payable to Consultant up front before signature collection begins. The remaining half will come due in two equal payments, the first upon provision of scanned proof of collection of ½ of the contract signatures and remaining balance upon filing.
Vermont	2,000	\$3.50	\$7,000	2,000.00	Half of the contract value is payable to Consultant up front before signature collection begins. The remaining half will come due in two equal payments, the first upon provision of scanned proof of collection of ½ of the contract signatures and remaining balance upon filing.



Alaska	5,000	\$9.00	\$45,000	5,000.00	Half of the contract value is payable to Consultant up front before signature collection begins. The remaining half will come due in two equal payments, the first upon provision of scanned proof of collection of ½ of the contract signatures and remaining balance upon filing.
Washington	2,000	\$7.50	\$15,000	3,000.00	Half of the contract value is payable to Consultant up front before signature collection begins. The remaining half will come due in two equal payments, the first upon provision of scanned proof of collection of ½ of the contract signatures and remaining balance upon filing.
Connecticut	12,000	\$3.50	\$42,000	5,000.00	Half of the contract value is payable to Consultant up front before signature collection begins. The remaining half will come due in two equal payments, the first upon provision of scanned proof of collection of ½ of the contract signatures and remaining balance upon filing.

* PA expense limit contingent on confirmation of no notarization requirement

All other terms and conditions contained in the Agreement shall remain in full force and effect.

This First Amendatory Agreement is hereby executed on this 11th day of June, 2016.

For Client:

For Benezet Consulting LLC:

Dated: _____

Dated: _____

By: _____

By: _____

Name:

Name: Trenton Pool

Title: _____

Title: President, Benezet Consulting LLC

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

**BENEZET CONSULTING, LLC;
TRENTON POOL and CAROL LOVE**

PLAINTIFFS,

vs.

**PEDRO A. CORTÉS, in his official capacity
as the Secretary of the Commonwealth of
Pennsylvania; and JONATHAN MARKS,
in his official capacity as Commissioner,
of the Bureau of Commissions, Elections and
Legislation**

DEFENDANTS.

CIVIL ACTION

No. 1:16-CV-00074

Hon. Yvette Kane

RECEIVED

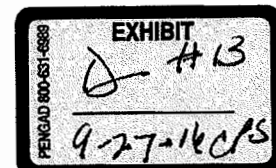
JUN 21 2016

**Office of Attorney General
Litigation Section**

**PLAINTIFF BENEZET CONSULTING'S OBJECTIONS AND RESPONSES
TO DEFENDANTS' FIRST SET OF INTERROGATORIES DIRECTED TO
BENEZET CONSULTING, LLC**

GENERAL OBJECTIONS

1. Plaintiff Benezet Consulting objects to Defendants' interrogatories to the extent that Defendants' seek the discovery of information which is beyond the scope of this lawsuit, and therefore irrelevant, immaterial, and not reasonably calculated to lead to the discovery of admissible evidence.
2. Plaintiff Benezet Consulting objects to Defendants' interrogatories to the extent that Defendants' interrogatories are overly broad, unduly burdensome and calculated to annoy and harass Plaintiff for defending rights guaranteed to her under the First and Fourteenth Amendments to the United States Constitution.
3. Plaintiff Benezet Consulting objects to Defendants' interrogatories to the extent that Defendants' interrogatories seek information which is privileged from disclosure by the attorney-client privilege, attorney work-product doctrine and other applicable privileges.
4. Plaintiff Benezet Consulting objects to Defendants' interrogatories to the extent that the information requested is in the possession of Defendants and/or publicly available on the Defendants' own internet portal. The burden of responding to such request is substantially the same or less for the Defendants as for Plaintiff Benezet Consulting.



5. Plaintiff Benezet Consulting objects to Defendants' interrogatories to the extent that they seek information that no longer exists or has otherwise been lost, misplaced, or destroyed.

Subject to and without waiving the foregoing objections, Plaintiff Benezet Consulting provides the following specific objections and responses to Defendants' First Set of Interrogatories Directed to Benezet Consulting, LLC:

SPECIFIC OBJECTIONS AND RESPONSES TO DEFENDANTS' FIRST SET OF INTERROGATORIES DIRECTED TO TRENTON POOL

1. Identify all persons who, to your knowledge or information, have information relevant to and relating to Plaintiff's claims against Defendants. For each such person, list and describe the information or knowledge possessed and how the person acquired such information or knowledge.

Response:

(1) Vonn Andring, Principal, Big Table Strategies, LLC, www.bigtablestrategies.com, P.O.Box 25384, Houston, Texas. Mr. Andring was the Pennsylvania Political Director for Cruz for President. Mr. Andring, as the director of the Cruz 2016 petition drive in Pennsylvania would have complete knowledge as to the out-of-state witness restriction for the circulation of nomination petitions, the prohibition of registered qualified electors from signing more than one nomination petition per office per election and the requirement that each page of a nomination petition must be notarized. Mr. Andring was also aware of the lawsuit filed in this action and the claims made therein.

(2) Edee Baggett (aka Mary E. Baggett, National Ballot Access, 925 Hillary Lane, Lawrenceville, GA 30043-6698. Edee Baggett was in charge of the 2016 nomination petition drive in Pennsylvania for Donald Trump's 2016 presidential campaign. Plaintiffs Benezet Consulting and Pool were going to circulate nomination petitions for Trump in Pennsylvania but as a result of the in-state witness restriction, Plaintiff Pool contacted the Allegheny County Republican Committee to ask if they had any witnesses that could assist in the petition drive for Trump with out-of-state witnesses. When Ms. Baggett learned that Plaintiff Pool had contacted the local GOP for help, she became angry alleged that the party was out to hurt Trump and, as a result, Ms. Baggett pulled the Pennsylvania Trump contract from Plaintiff Benezet Consulting. Accordingly, Ms. Baggett is well aware of the out-of-state circulator restriction, as well as, the prohibition on registered qualified electors from signing more than 1 nomination petition per office per election and the requirement that each paper of the nomination petition must be individually executed and notarized. Ms. Baggett is also well aware of the litigation initiated by Plaintiffs and Plaintiffs claims in this action.

(3) Ron Yoachum, 220 South Home Avenue, Avalon, PA 15202, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(4) Ed Mason, 155 Main Street, Felton, Pennsylvania 17322, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one

nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(5) Denise Mason, 155 Main Street, Felton, Pennsylvania 17322, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(6) Rick Churra, 600 West College Avenue, Apartment 301, State College, PA 16801, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(7) Andy Maul (no address yet available, when address has been obtained a supplemental answer will be served) based on information and belief a resident of Pittsburgh, Pennsylvania, 412-478-9082, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(8) Milton Lukens (no address yet available, when address has been obtained a supplemental answer will be served) 703-869-1421 resident based on information and belief in Virginia, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(9) Andy Jacobs, 3403 Hawthorne Drive, Camp Hill, PA 17011, 702-785-4738 circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(10) Michael Alexander (no address yet available, when address has been obtained a supplemental answer will be served) 617-987-1144 resident based on information and belief in Massachusetts, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(11) Brian Lyyra (no address yet available, when address has been obtained a supplemental answer will be served) resident based on information and belief in Massachusetts, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(12) Jim Edwards (no address yet available, when address has been obtained a supplemental answer will be served) 814-883-6756, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(13) Mike Jennings, c/o Mary Outing, 9828 Dauphine Drive, Charlotte, NC 28216, 818-643-9713, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(14) Jake Witmer, 6402 Hampton Drive, Anchorage, AK 99504 (physical address)/1319 Everett Avenue, Des Plaines, Illinois 60018 (mailing address) 701-204-3215, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(15) Mark Gailey, 105 Forest Street, Apartment #1, Berea Kentucky 40403, 859-979-0389, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(16) Lowman Henry, 453 Springlake Road, Harrisburg, PA 17112 assisted in the filing of Cruz 2016 nomination petitions (after they were signed, executed and notarized).

2. Identify each and every person, excluding legal counsel, by name, address and telephone number to whom you have spoken or otherwise communicated concerning this action, and any of the claims within this action, or any of the facts giving rise to the claims in this action. For each individual identified, state the date(s) of the communication, the method of communication, those present during the conversation, and describe in detail the entire communication including all facts obtained from the other individual relevant to any of the claims set forth in this action.

Response:

(1) Richard Wenger, P.O.Box 470296, San Francisco, CA 94147, 415-922-9779, Plaintiff Pool spoke to Richard Wenger after Plaintiff Pool learned that *Green Party of Pennsylvania* was not going to be applied to nomination petitions in Pennsylvania. Plaintiff Pool discussed the potential claims of any lawsuit against Defendants with Richard Wenger and Mr. Wenger advised Plaintiff Pool to contact Paul Rossi, Esq. to discuss imitating the instant legal action.

(2) Michael Arno, Arno Political Consultants, Inc., 3235 Sunrise Blvd. Suite #1, Rancho Cordova, CA 95742, 916-638-1596, was Plaintiff Pool's initial contact with the Rand Paul Campaign. Mr. Arno informed Plaintiff Pool that he was no longer bidding out contracts for the campaign and advised Plaintiff Pool to contact Patrick Wohl to bid on the Rhode Island and Pennsylvania petition drive contracts. Briefly discussed the legal issues in Pennsylvania and wished Plaintiff Pool luck in a potential lawsuit against Pennsylvania.

(3) Patrick Wohl, Rand Paul campaign (currently with the "Greitens for Governor of Missouri campaign"), 913 East Ash Street, Columbia MO 65201, 573-227-8610, discussed Pennsylvania petition drive with Plaintiff Pool and the legal issues of this lawsuit with Plaintiff Pool, directed Plaintiff Pool to contact Michael Biundo to discuss Rand campaign contract for Pennsylvania petition drive.

(4) Michael Biundo, Partner, RightVoter, 7915 South Emerson Avenue, Indianapolis, Indiana 46237, 970-219-2831, discussed Pennsylvania petition drive contract with Plaintiff Pool where Plaintiff Pool discussed the instant lawsuit and advised Mr. Biundo that if Plaintiff Pool succeeded on his request for emergency injunctive relief against Pennsylvania's out-of-state witness restriction Plaintiff Pool could offer to charge a lower rate per signature when Mr. Biundo asked why Pennsylvania petition drives were so expensive. Mr. Biundo and Plaintiff Pool discussed the instant lawsuit. When Judge Kane refused to enjoin the challenged provisions of the Pennsylvania Election Code Mr. Biundo declined to use Plaintiff Benezet Consulting for the Rand petition drive in Pennsylvania.

(5) Edee Baggett (aka Mary E. Baggett, National Ballot Access, 925 Hillary Lane, Lawrenceville, GA 30043-6698. Edee Baggett was in charge of the 2016 nomination petition drive in Pennsylvania for Donald Trump's 2016 presidential campaign. Plaintiffs Benezet Consulting and Pool were going to circulate nomination petitions for Trump in Pennsylvania but as a result of the in-state witness restriction, Plaintiff Pool contacted the Allegheny County Republican Committee to ask if they had any witnesses that could assist in the petition drive for Trump with out-of-state witnesses. When Ms. Baggett learned that Plaintiff Pool had contacted the local GOP for help, she became angry alleged that the party was out to hurt Trump and, as a result, Ms. Baggett pulled the Pennsylvania Trump contract from Plaintiff Benezet Consulting. Accordingly, Ms. Baggett is well aware of the out-of-state circulator restriction, as well as, the prohibition on registered qualified electors from signing more than 1 nomination petition per office per election and the requirement that each paper of the nomination petition must be individually executed and notarized. Ms. Baggett is also well aware of the litigation initiated by Plaintiffs and Plaintiffs claims in this action. Furthermore, Plaintiff Pool discussed the instant lawsuit with Ms. Baggett during the course of their dealings together.

(6)) Vonn Andring, Principal, Blg Table Strategies, LLC, www.bigtablestrategies.com, P.O.Box 25384, Houston, Texas. Mr. Andring was the Pennsylvania Political Director for Cruz for President. Mr. Andring, as the director of the Cruz 2016 petition drive in Pennsylvania would have complete knowledge as to the out-of-state witness restriction for the circulation of nomination petitions, the prohibition of registered qualified electors from signing more than one nomination petition per office per election and the requirement that each page of a nomination petition must be notarized. Mr. Andring was also aware of the lawsuit filed in this action and the claims made therein. Furthermore,

Plaintiff Pool discussed the instant lawsuit with Mr. Andring during the course of their dealings together.

(7) Ron Yoachum, 220 South Home Avenue, Avalon, PA 15202, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized. Furthermore, Plaintiff Pool may have discussed the instant lawsuit with Mr. Yoachum during the course of their dealings together.

(8) Ed Mason, 155 Main Street, Felton, Pennsylvania 17322, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized. Furthermore, Plaintiff Pool may have discussed the instant lawsuit with Mr. Mason during the course of their dealings together.

(9) Denise Mason, 155 Main Street, Felton, Pennsylvania 17322, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized. Furthermore, Plaintiff Pool may have discussed the instant lawsuit with Ms. Mason during the course of their dealings together.

(10) Rick Churra, 600 West College Avenue, Apartment 301, State College, PA 16801, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized. Furthermore, Plaintiff Pool may have discussed the instant lawsuit with Mr. Churra during the course of their dealings together.

(11) Andy Maul (no address yet available, when address has been obtained a supplemental answer will be served) based on information and belief a resident of Pittsburgh, Pennsylvania, 412-478-9082, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized. Furthermore, Plaintiff Pool may have discussed the instant lawsuit with Mr. Maul during the course of their dealings together.

(12) Milton Lukens (no address yet available, when address has been obtained a supplemental answer will be served) 703-869-1421 resident based on information and belief in Virginia, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized. Furthermore, Plaintiff Pool may have discussed the instant lawsuit with Mr. Lukens during the course of their dealings together.

(13) Andy Jacobs, 3403 Hawthorne Drive, Camp Hill, Pennsylvania 17011, 702-785-4738, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized. Furthermore, Plaintiff Pool discussed the instant lawsuit with Mr. Jacobs during the course of their dealings together.

(14) Michael Alexander (no address yet available, when address has been obtained a supplemental answer will be served) 617-987-1144 resident based on information and belief in Massachusetts, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized. Furthermore, Plaintiff Pool may have discussed the instant lawsuit with Mr. Alexander during the course of their dealings together.

(15) Brian Lyyra (no address yet available, when address has been obtained a supplemental answer will be served) resident based on information and belief in Massachusetts, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized. Furthermore, Plaintiff Pool may have discussed the instant lawsuit with Mr. Lyyra during the course of their dealings together.

(16) Jim Edwards (no address yet available, when address has been obtained a supplemental answer will be served) 814-883-6756, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized. Furthermore, Plaintiff Pool may have discussed the instant lawsuit with Mr. Edwards during the course of their dealings together.

(17) Mike Jennings, c/o Mary Outing, 9828 Dauphine Drive, Charlotte, NC 28216, 818-643-9713, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized. Furthermore, Plaintiff Pool discussed the instant lawsuit with Mr. Jennings during the course of their dealings together.

(18) Jake Witmer, 6402 Hampton Drive, Anchorage, AK 99504 (physical address)/1319 Everett Avenue, Des Plaines, Illinois 60018 (mailing address) 701-204-3215, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized. Furthermore, Plaintiff Pool discussed the instant lawsuit with Mr. Witmer during the course of their dealings together.

(19) Mark Gailey, 105 Forest Street, Apartment #1, Berea Kentucky 40403, 859-979-0389, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized. Furthermore, Plaintiff Pool discussed the instant lawsuit with Mr. Gailey during the course of their dealings together.

3. Identify all witnesses you expect or intend to call at the time of the trial.

Response: Plaintiffs object to this interrogatory on the basis that Plaintiffs Pool and Benezet Consulting have not yet determined each and every witness that they may call to testify at any hearing, trial or for any dispositive motions or in opposition to any dispositive motions, as it is too early in the discovery process to make such determinations. However, subject to the foregoing objection and reserving the right to expand the following list of witnesses, Plaintiffs currently intend on calling the following as witnesses at any hearing, trial or in favor of any dispositive motions or to oppose any dispositive motions:

- (1) Plaintiff Trenton Pool, 3800 Creek Road, Dripping Springs, TX 78620;
- (2) Carl Romanelli, 344 South Franklin Street, Wilkes-Barre, Pennsylvania;
- (3) Andrew Jacobs, 3403 Hawthorne Drive, Camp Hill, PA 17011;
- (4) Jake Witmer, 6402 Hampton Drive, Anchorage, AK 99504; 1319 Everett Avenue, Des Plaines, Illinois 60018;
- (5) Mark Gailey, 105 Forest Street, Apartment #1, Berea, Kentucky 40403;
- (6) Plaintiff Carol Love
- (7) Defendant Jonathan Marks
- (8) Edee Baggett (aka Mary E. Baggett, National Ballot Access, 925 Hillary Lane, Lawrenceville, GA 30043-6698.
- (9) Michael Alexander, 617-987-1144
- (10) Bob Lynch, 804-397-4771

4. Identify all exhibits you may use at any hearing and trial of this matter.

Response: Plaintiffs object to this interrogatory on the basis that Plaintiffs Pool and Benezet Consulting have not yet determined each and every exhibit that may be used at any hearing, trial or in favor of any dispositive motions or in opposition to any dispositive motions, as it is too early in the discovery process to make such determinations. However, subject to the foregoing objection and reserving the right to expand the following list of exhibits, Plaintiffs currently intend on using the

following exhibits at any hearing, trial or in favor or opposition to any dispositive motions that might be filed:

(1) 2016 Pennsylvania Nomination Petition;

(2) 2016 Pennsylvania Nomination Paper;

(3) 2016 Cruz Contract by and between Cruz campaign and Benezet Consulting, LLC, as executed by Plaintiff Pool.

5. Describe with particularity each and every injury you have suffered as a result of the conduct complained of in the complaint. The term "injury" includes physical, mental and monetary damage to you. For each such injury, identify and describe how the injury occurred, the monetary value of such injury, whether you paid any monies on account of the injury and, if so to whom, how much and when.

Response: Plaintiffs are only seeking prospective equitable relief from the challenged provisions of the Pennsylvania Election Code and Defendants' continued enforcement of the challenged provisions in clear violation of rights guaranteed under the First and Fourteenth Amendments to the United States Constitution by impairing and limiting plaintiffs' ability to communicate and associate with more voters and more candidates in Pennsylvania and limiting plaintiffs' political speech and ability to advance the political messages of the candidates he supports, as set forth more specifically in Plaintiffs Second Amended Complaint. Plaintiffs do not seek monetary relief, as no such relief is available under current jurisprudence. However, Plaintiffs have suffered significant economic harm in the following ways: (1) required to pay compensation to Pennsylvania witnesses to execute nomination petitions circulated by out-of-state residents; (2) lost Rand Paul contract due to the higher costs imposed on out-of-state circulators needing to circulate nomination petition with in-state residents; (3) lost Trump contract, valued at \$5,000-\$6,000, when Plaintiff Pool contacted the local Allegheny Republican Committee for help in locating witnesses to assist in the petition drive with out-of-state circulators because Trump campaign did not trust local GOP committees, as Plaintiff Pool would not have had to contact the local party for help in finding in-state witnesses had the out-of-state witness restriction not been in force; (4) was required to pay an additional \$500 to a Pennsylvania witness who extorted and demanded an additional \$500 over and above the agreed upon witness fee when the witness and circulator were at the notary public to execute the nomination petition; (5) Was not able to complete Cruz petition in one Congressional District because the witness used in that Congressional District would talk to herself in front of prospective registered qualified electors asked to sign the Cruz nomination petition, forcing Plaintiff Pool to pull the circulator out of that Congressional District, costing Plaintiffs Benezet Consulting and Pool the economic value of the signatures needed to be gathered in that Congressional District; (6) the additional time and costs needed to circulate nomination petitions for extended periods of time because the challenged provision of the Pennsylvania Election Code prevents registered qualified electors from signing more than one nomination petition per election cycle for the same office; (7) the costs of notarizing each and every page of the nomination petitions circulated by Plaintiffs Benezet

Consulting and Pool; (8) lost revenue during that period of time that Plaintiffs Benezet Consulting and Pool were in Pennsylvania ready to circulate nomination petitions but could not because Plaintiffs had not secured the services of in-state witnesses for Plaintiffs' out-of-state circulators; and (9) the economic/monetary costs of advertising for in-state Pennsylvania witnesses.

6. Please identify all expert witnesses that you may call at any hearing or trial of this matter and indicate whether such expert witnesses will be proffered for liability or damages.

Response: None.

7. Please identify all cases, since January 1, 2010, in which your identified expert witnesses have testified and include whether they have testified on liability or damages or for the Plaintiff or for the Defense.

Response: None.

8. Please identify all documents reviewed by your experts in connection with the preparation of any expert report or expert testimony.

Response: None.

9. Please describe with particularity all of the expert's opinions and conclusions and the basis for them, including all facts and documents relied on.

Response: Not applicable.

10. Provide a calculation of all damages sought from Defendants.

Response: Plaintiffs do not seek economic damages from Defendants, but actual economic harm likely exceeds \$10,000.

11. Are you claiming any loss of earnings or income? If so, state the total amount, how it is computed and whether it is the total claimed or only the total to date.

Response: Plaintiffs do not seek loss earnings or income, but actual economic loss as a direct and proximate result of the challenged provisions of the Pennsylvania Election Code likely exceed \$10,000.

12. Identify all persons who witnesses any of the alleged events described in your Second Amended Complaint and please identify what events each person witnesses.

Response:

(1) Vonn Andring, Principal, Big Table Strategies, LLC, www.bigtablestrategies.com, P.O.Box 25384, Houston, Texas. Mr. Andring was the Pennsylvania Political Director for Cruz for President. Mr. Andring, as the director of the Cruz 2016 petition drive in Pennsylvania would have complete knowledge as to the out-of-state witness restriction for the circulation of nomination petitions, the prohibition of registered qualified electors from signing more than one nomination petition per office

per election and the requirement that each page of a nomination petition must be notarized. Mr. Andring was also aware of the lawsuit filed in this action and the claims made therein.

(2) Edee Baggett (aka Mary E. Baggett, National Ballot Access, 925 Hillary Lane, Lawrenceville, GA 30043-6698. Edee Baggett was in charge of the 2016 nomination petition drive in Pennsylvania for Donald Trump's 2016 presidential campaign. Plaintiffs Benezet Consulting and Pool were going to circulate nomination petitions for Trump in Pennsylvania but as a result of the in-state witness restriction, Plaintiff Pool contacted the Allegheny County Republican Committee to ask if they had any witnesses that could assist in the petition drive for Trump with out-of-state witnesses. When Ms. Baggett learned that Plaintiff Pool had contacted the local GOP for help, she became angry alleged that the party was out to hurt Trump and, as a result, Ms. Baggett pulled the Pennsylvania Trump contract from Plaintiff Benezet Consulting. Accordingly, Ms. Baggett is well aware of the out-of-state circulator restriction, as well as, the prohibition on registered qualified electors from signing more than 1 nomination petition per office per election and the requirement that each paper of the nomination petition must be individually executed and notarized. Ms. Baggett is also well aware of the litigation initiated by Plaintiffs and Plaintiffs claims in this action.

(3) Ron Yoachum, 220 South Home Avenue, Avalon, PA 15202, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(4) Ed Mason, 155 Main Street, Felton, Pennsylvania 17322, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(5) Denise Mason, 155 Main Street, Felton, Pennsylvania 17322, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(6) Rick Churra, 600 West College Avenue, Apartment 301, State College, PA 16801, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(7) Andy Maul (no address yet available, when address has been obtained a supplemental answer will be served) based on information and belief a resident of Pittsburgh, Pennsylvania, 412-478-9082, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(8) Milton Lukens (no address yet available, when address has been obtained a supplemental answer will be served) 703-869-1421 resident based on information and belief in Virginia, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(9) Andy Jacobs (no address yet available, when address has been obtained a supplemental answer will be served) 702-785-4738 resident based on information and belief in Nevada, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(10) Michael Alexander (no address yet available, when address has been obtained a supplemental answer will be served) 617-987-1144 resident based on information and belief in Massachusetts, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(11) Brian Lyyra (no address yet available, when address has been obtained a supplemental answer will be served) resident based on information and belief in Massachusetts, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(12) Jim Edwards (no address yet available, when address has been obtained a supplemental answer will be served) 814-883-6756, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(13) Mike Jennings, c/o Mary Outing, 9828 Dauphine Drive, Charlotte, NC 28216, 818-643-9713, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(14) Jake Witmer, 6402 Hampton Drive, Anchorage, AK 99504 (physical address)/1319 Everett Avenue, Des Plaines, Illinois 60018 (mailing address) 701-204-3215, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(15) Mark Gailey, 105 Forest Street, Apartment #1, Berea Kentucky 40403, 859-979-0389, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(16) Lowman Henry, 453 Springlake Road, Harrisburg, PA 17112 assisted in the filing of Cruz 2016 nomination petitions (after they were signed, executed and notarized).

(17) Justin Freyermuth, Pennsylvania resident, democrat witness for Rocky De La Fuente nomination petitions. Observed the witness process. Address is currently not known to Plaintiffs. As part of Plaintiffs' ongoing discovery, Plaintiffs will file a supplemental response to this interrogatory when this address becomes known to Plaintiffs.

(18) William Trautman, Pennsylvania resident, democrat witness for Rocky De La Fuente nomination petitions. Observed the witness process. Address is currently not known to Plaintiffs. As part of Plaintiffs' ongoing discovery, Plaintiffs will file a supplemental response to this interrogatory when this address becomes known to Plaintiffs.

(19) Charles McConville, Pennsylvania resident, democrat witness for Rocky De La Fuente nomination petitions. Observed the witness process. Address is currently not known to Plaintiffs. As part of Plaintiffs' ongoing discovery, Plaintiffs will file a supplemental response to this interrogatory when this address becomes known to Plaintiffs.

(20) Ashley Waner, Pennsylvania resident, democrat witness for Rocky De La Fuente nomination petitions. Observed the witness process. Address is currently not known to Plaintiffs. As part of Plaintiffs' ongoing discovery, Plaintiffs will file a supplemental response to this interrogatory when this address becomes known to Plaintiffs.

(21) Jovan Brown, Pennsylvania resident, democrat witness for Rocky De La Fuente nomination petitions. Observed the witness process. Address is currently not known to Plaintiffs. As part of Plaintiffs' ongoing discovery, Plaintiffs will file a supplemental response to this interrogatory when this address becomes known to Plaintiffs.

(22) Lauren Green, Pennsylvania resident, democrat witness for Rocky De La Fuente nomination petitions. Observed the witness process. Address is currently not known to Plaintiffs. As part of Plaintiffs' ongoing discovery, Plaintiffs will file a supplemental response to this interrogatory when this address becomes known to Plaintiffs.

13. In your Second Amended Complaint, you make reference to persons whom you claim were going to provide signature collection services (and/or who did provide signature collection services) for you either on a paid basis or on a volunteer basis. Identify each of those persons and provide current addresses for them so that they may be subpoenaed to testify at a deposition and/or trial and so that they can be commanded to provide documents in their possession relating to the services they were going to provide to you.

Response:

(1) Ron Yoachum, 220 South Home Avenue, Avalon, PA 15202, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(2) Ed Mason, 155 Main Street, Felton, Pennsylvania 17322, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(3) Denise Mason, 155 Main Street, Felton, Pennsylvania 17322, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(4) Rick Churra, 600 West College Avenue, Apartment 301, State College, PA 16801, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(5) Andy Maul (no address yet available, when address has been obtained a supplemental answer will be served) based on information and belief a resident of Pittsburgh, Pennsylvania, 412-478-9082, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(6) Milton Lukens (no address yet available, when address has been obtained a supplemental answer will be served) 703-869-1421 resident based on information and belief in Virginia, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(7) Andy Jacobs (no address yet available, when address has been obtained a supplemental answer will be served) 702-785-4738 resident based on information and belief in Nevada, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(8) Michael Alexander (no address yet available, when address has been obtained a supplemental answer will be served) 617-987-1144 resident based on information and belief in Massachusetts, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(9) Brian Lyyra (no address yet available, when address has been obtained a supplemental answer will be served) resident based on information and belief in Massachusetts, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(10) Jim Edwards (no address yet available, when address has been obtained a supplemental answer will be served) 814-883-6756, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(11) Mike Jennings, c/o Mary Outing, 9828 Dauphine Drive, Charlotte, NC 28216, 818-643-9713, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(12) Jake Witmer, 6402 Hampton Drive, Anchorage, AK 99504 (physical address)/1319 Everett Avenue, Des Plaines, Illinois 60018 (mailing address) 701-204-3215, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(13) Mark Gailey, 105 Forest Street, Apartment #1, Berea Kentucky 40403, 859-979-0389, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

14. Identify any and all persons whom you have employed or contracted with or used to provide signature collection services for you. The time frame for this interrogatory is January 1, 2010 until present.

Response: Plaintiffs Benezet Consulting and Pool object to this interrogatory to the extent that Defendants' seek the discovery of information which is beyond the scope of this lawsuit, and therefore irrelevant, immaterial, and not reasonably calculated to lead to the discovery of admissible

evidence, Plaintiffs' circulation of election petitions in other states under laws not subject to this challenge is irrelevant to the facts and legal merits of the instant action. Plaintiffs also object to this interrogatory to the extent that it is overly broad, unduly burdensome and calculated to annoy and harass Plaintiffs for defending rights guaranteed to her under the First and Fourteenth Amendments to the United States Constitution by requiring Plaintiffs to search and produce documents from 6 years' worth of records, to the extent they even still exist is, is plainly beyond the scope of this action and would force Plaintiffs to cease from their current employment/business activities in circulating election petitions in multiple states for the 2016 general election ballot. Plaintiffs also object to this interrogatory to the extent Defendants seek information that no longer exists or has otherwise been lost, misplaced, or destroyed as most of the records beyond the 2016 Pennsylvania circulation drive have not been maintained and are no longer in the custody of Plaintiffs nor available to answer this interrogatory. However, subject to and without waiving the foregoing objections, Plaintiffs Benezet Consulting and Pool provide the following:

(1) Ron Yoachum, 220 South Home Avenue, Avalon, PA 15202, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(2) Ed Mason, 155 Main Street, Felton, Pennsylvania 17322, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

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(7) Andy Jacobs (no address yet available, when address has been obtained a supplemental answer will be served) 702-785-4738 resident based on information and belief in Nevada, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(8) Michael Alexander (no address yet available, when address has been obtained a supplemental answer will be served) 617-987-1144 resident based on information and belief in Massachusetts, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

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(11) Mike Jennings, c/o Mary Outing, 9828 Dauphine Drive, Charlotte, NC 28216, 818-643-9713, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(12) Jake Witmer, 6402 Hampton Drive, Anchorage, AK 99504 (physical address)/1319 Everett Avenue, Des Plaines, Illinois 60018 (mailing address) 701-204-3215, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(13) Mark Gailey, 105 Forest Street, Apartment #1, Berea Kentucky 40403, 859-979-0389, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

15. Identify any and all elections that you have tried to collect, or actually collected, signatures and identify the candidate or delegate for whom you collected signatures the state of the election, and the date of the election. The time frame for this interrogatory is January 1, 2010 until the present.

Response: : Plaintiffs Benezet Consulting and Pool object to this interrogatory to the extent that Defendants' seek the discovery of information which is beyond the scope of this lawsuit, and therefore irrelevant, immaterial, and not reasonably calculated to lead to the discovery of admissible evidence, Plaintiffs' circulation of election petitions in other states under laws not subject to this challenge is irrelevant to the facts and legal merits of the instant action. Plaintiffs also object to this interrogatory to the extent that it is overly broad, unduly burdensome and calculated to annoy and harass Plaintiffs for defending rights guaranteed to her under the First and Fourteenth Amendments to the United States Constitution by requiring Plaintiffs to search and produce documents from 6 years' worth of records, to the extent they even still exist is, is plainly beyond the scope of this action and would force Plaintiffs to cease from their current employment/business activities in circulating election petitions in multiple states for the 2016 general election ballot. Plaintiffs also object to this interrogatory to the extent Defendants seek information that no longer exists or has otherwise been lost, misplaced, or destroyed as most of the records beyond the 2016 Pennsylvania circulation drive have not been maintained and are no longer in the custody of Plaintiffs nor available to answer this interrogatory. However, subject to and without waiving the foregoing objections, Plaintiffs Benezet Consulting and Pool provide the following:

Plaintiff Pool in his individual capacity circulated election petitions, to the best of his knowledge, for the following election contests:

- (1) Ron Paul, Pennsylvania, 2012 Primary Election;
- (2) Gary Johnson, Pennsylvania, 2012 General Election;
- (3) Gary Johnson and Jill Stein, Alaska, 2012 General Election;
- (4) New Party nomination petitions for "Americans Elect" Alaska, 2012;
- (5) New Party nomination petitions for "Americans Elect" North Dakota, 2012;
- (6) New Party nomination petitions for "Americans for Limited Government" Oregon, 2008;
- (7) Casino Gaming Referendum petitions, Arkansas, 2012

(8) Medical Marijuana referendum petitions, Arkansas, 2012

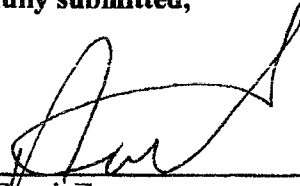
Plaintiff Benezet Consulting, LLC circulated nomination petitions, to the best of its knowledge, for the following election contests:

- (1) Ted Cruz, Pennsylvania, Illinois, Vermont, Indiana and Rhode Island, 2016 Primary Election;**
- (2) Rocky De La Fuente, Pennsylvania, Indiana, Wisconsin, Connecticut 2016 Primary Election;**
- (3) Rand Paul, Indiana, Vermont, Illinois, Rhode Island, 2016 Primary Election;**
- (4) Rocky De La Fuente, Pennsylvania, Alaska, Ohio (and likely many more states – contract may evolve to include more states) 2016 General Election;**
- (5) Jill Stein, Virginia, 2016 General Election;**
- (6) Rick Santorum, Indiana, 2016 Primary Election;**
- (7) Carly Fiorina, Indiana, 2016 Primary Election;**
- (8) Ben Carson, Indiana, 2016 Primary Election;**
- (9) Donald Trump, Indiana, 2016 Primary Election;**
- (10) Texas Supreme Court candidates, Joe Pool, Sharon McCalley, Robert Talton, Texas, 2014**
- (11) Alicia Franklin, 330th Family Court Judge, Texas (year unknown);**
- (12) Houston Equal Rights Ordinance referendum, Texas, 2015;**
- (13) Leonila Olivares Salazar, Justice of the Peace, District #2 Harris County, Texas, 2014;**
- (14) Anne Kitchen, Austin City Council, Texas 2016;**
- (15) Gary Johnson, Ohio, General Election 2016;**
- (16) Stop the Lone Star Rail Imitative, City of Kyle, Texas, 2016.**

16. In your Second Amended Complaint, you make reference to an outburst. Identify this person (and all witnesses to this alleged outburst) and provide current addresses for them so that they may be subpoenaed to testify at a deposition and/or trial and so they can be commanded to provide documents in their possession relating to the services they were going to provide to you.

Response: Ben Prissette, 412-583-4299. Current address is not known. Subject to continuing discovery efforts, Plaintiffs will file a supplemental answer to this interrogatory when his address is determined.

Respectfully submitted,



Dated: June 16, 2016

Paul A. Rossi, Esq.
IMPG Advocates, Inc.
Attorney for Plaintiffs
Attorney I.D. # 84947
873 East Baltimore Pike, Suite #705
Kennett Square, PA 19348
717.961.8978
Paul-Rossi@comcast.net

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

**BENEZET CONSULTING, LLC;
TRENTON POOL *and* CAROL LOVE**

PLAINTIFFS,

vs.

**PEDRO A. CORTÉS, in his official capacity
as the Secretary of the Commonwealth of
Pennsylvania; and JONATHAN MARKS,
in his official capacity as Commissioner,
of the Bureau of Commissions, Elections and
Legislation**

DEFENDANTS.

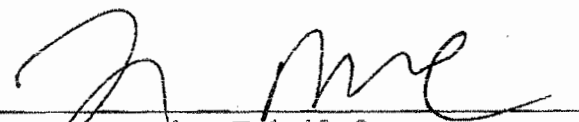
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: **CIVIL ACTION**
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: **No. 1:16-CV-00074**
: **Hon. Yvette Kane**
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VERIFICATION OF INTERROGATORY ANSWERS

I, Trenton Pool, on behalf of Benezet Consulting, LLC, believe, based on reasonable inquiry, that the foregoing answers are true and correct to the best of my knowledge, information and belief.

I verify, under penalty of perjury, that the foregoing is true and correct.

Dated: June 16, 2016



Trenton Pool on Behalf of
Benezet Consulting, LLC

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

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CIVIL ACTION

No. 1:16-CV-00074

Hon. Yvette Kane

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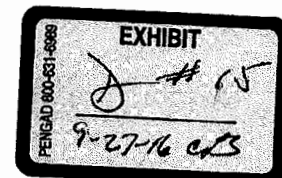
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**Office of Attorney General
Litigation Section**

**PLAINTIFF POOL'S OBJECTIONS AND RESPONSES TO
DEFENDANTS' FIRST SET OF INTERROGATORIES DIRECTED TO
TRENTON POOL**

GENERAL OBJECTIONS

1. Plaintiff Pool objects to Defendants' interrogatories to the extent that Defendants' seek the discovery of information which is beyond the scope of this lawsuit, and therefore irrelevant, immaterial, and not reasonably calculated to lead to the discovery of admissible evidence.
2. Plaintiff Pool objects to Defendants' interrogatories to the extent that Defendants' interrogatories are overly broad, unduly burdensome and calculated to annoy and harass plaintiff for defending rights guaranteed to her under the First and Fourteenth Amendments to the United States Constitution.
3. Plaintiff Pool objects to Defendants' Interrogatories to the extent that Defendants' interrogatories seek information which is privileged from disclosure by the attorney-client privilege, attorney work-product doctrine and other applicable privileges.
4. Plaintiff Pool objects to Defendants' interrogatories to the extent that the information requested is in the possession of Defendants and/or publicly available on the Defendants' own internet portal. The burden of responding to such request is substantially the same or less for the Defendants as for Plaintiff Pool.



5. Plaintiff Pool objects to Defendants' interrogatories to the extent that they seek information that no longer exists or has otherwise been lost, misplaced, or destroyed.

Subject to and without waiving the foregoing objections, Plaintiff Pool provides the following specific objections and responses to Defendants' First Set of Interrogatories Directed to Trenton Pool:

SPECIFIC OBJECTIONS AND RESPONSES TO DEFENDANTS' FIRST SET OF INTERROGATORIES DIRECTED TO TRENTON POOL

1. Identify all persons who, to your knowledge or information, have information relevant to and relating to Plaintiff's claims against Defendants. For each such person, list and describe the information or knowledge possessed and how the person acquired such information or knowledge.

Response:

(1) Vonn Andring, Principal, Big Table Strategies, LLC, www.bigtablestrategies.com, P.O.Box 25384, Houston, Texas. Mr. Andring was the Pennsylvania Political Director for Cruz for President. Mr. Andring, as the director of the Cruz 2016 petition drive in Pennsylvania would have complete knowledge as to the out-of-state witness restriction for the circulation of nomination petitions, the prohibition of registered qualified electors from signing more than one nomination petition per office per election and the requirement that each page of a nomination petition must be notarized. Mr. Andring was also aware of the lawsuit filed in this action and the claims made therein.

(2) Edee Baggett (aka Mary E. Baggett, National Ballot Access, 925 Hillary Lane, Lawrenceville, GA 30043-6698. Edee Baggett was in charge of the 2016 nomination petition drive in Pennsylvania for Donald Trump's 2016 presidential campaign. Plaintiffs Benezet Consulting and Pool were going to circulate nomination petitions for Trump in Pennsylvania but as a result of the in-state witness restriction, Plaintiff Pool contacted the Allegheny County Republican Committee to ask if they had any witnesses that could assist in the petition drive for Trump with out-of-state witnesses. When Ms. Baggett learned that Plaintiff Pool had contacted the local GOP for help, she became angry alleged that the party was out to hurt Trump and, as a result, Ms. Baggett pulled the Pennsylvania Trump contract from Plaintiff Benezet Consulting. Accordingly, Ms. Baggett is well aware of the out-of-state circulator restriction, as well as, the prohibition on registered qualified electors from signing more than 1 nomination petition per office per election and the requirement that each paper of the nomination petition must be individually executed and notarized. Ms. Baggett is also well aware of the litigation initiated by Plaintiffs and Plaintiffs claims in this action.

(3) Ron Yoachum, 220 South Home Avenue, Avalon, PA 15202, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

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(15) Mark Galley, 105 Forest Street, Apartment #1, Berea Kentucky 40403, 859-979-0389, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(16) Lowman Henry, 453 Springlake Road, Harrisburg, PA 17112 assisted in the filing of Cruz 2016 nomination petitions (after they were signed, executed and notarized).

2. Identify each and every person, excluding legal counsel, by name, address and telephone number to whom you have spoken or otherwise communicated concerning this action, and any of the claims within this action, or any of the facts giving rise to the claims in this action. For each individual identified, state the date(s) of the communication, the method of communication, those present during the conversation, and describe in detail the entire communication including all facts obtained from the other individual relevant to any of the claims set forth in this action.

Response:

(1) Richard Wenger, P.O.Box 470296, San Francisco, CA 94147, 415-922-9779, Plaintiff Pool spoke to Richard Wenger after Plaintiff Pool learned that *Green Party of Pennsylvania* was not going to be applied to nomination petitions in Pennsylvania. Plaintiff Pool discussed the potential claims of any lawsuit against Defendants with Richard Wenger and Mr. Wenger advise Plaintiff Pool to contact Paul Rossi, Esq. to discuss imitating the instant legal action.

(2) Michael Arno, Arno Political Consultants, Inc., 3235 Sunrise Blvd. Suite #1, Rancho Cordova, CA 95742, 916-638-1596, was Plaintiff Pool's initial contact with the Rand Paul Campaign. Mr. Arno informed Plaintiff Pool that he was no longer bidding out contracts for the campaign and advised Plaintiff Pool to contact Patrick Wohl to bid on the Rhode Island and Pennsylvania petition drive contracts. Briefly discussed the legal issues in Pennsylvania and wished Plaintiff Pool luck in a potential lawsuit against Pennsylvania.

(3) Patrick Wohl, Rand Paul campaign (currently with the "Greitens for Governor of Missouri campaign"), 913 East Ash Street, Columbia MO 65201, 573-227-8610, discussed Pennsylvania petition drive with Plaintiff Pool and the legal issues of this lawsuit with Plaintiff Pool, directed Plaintiff Pool to contact Michael Biundo to discuss Rand campaign contract for Pennsylvania petition drive.

(4) Michael Biundo, Partner, RightVoter, 7915 South Emerson Avenue, Indianapolis, Indiana 46237, 970-219-2831, discussed Pennsylvania petition drive contract with Plaintiff Pool where Plaintiff Pool discussed the instant lawsuit and advised Mr. Biundo that if Plaintiff Pool succeeded on his request for emergency injunctive relief against Pennsylvania's out-of-state witness restriction Plaintiff Pool could offer to charge a lower rate per signature when Mr. Biundo asked why Pennsylvania petition drives were so expensive. Mr. Biundo and Plaintiff Pool discussed the instant lawsuit. When Judge Kane refused to enjoin the challenged provisions of the Pennsylvania Election Code Mr. Biundo declined to use Plaintiff Benezet Consulting for the Rand petition drive in Pennsylvania.

(5) Edee Baggett (aka Mary E. Baggett, National Ballot Access, 925 Hillary Lane, Lawrenceville, GA 30043-6698. Edee Baggett was in charge of the 2016 nomination petition drive in Pennsylvania for Donald Trump's 2016 presidential campaign. Plaintiffs Benezet Consulting and Pool were going to circulate nomination petitions for Trump in Pennsylvania but as a result of the in-state witness restriction, Plaintiff Pool contacted the Allegheny County Republican Committee to ask if they had any witnesses that could assist in the petition drive for Trump with out-of-state witnesses. When Ms. Baggett learned that Plaintiff Pool had contacted the local GOP for help, she became angry alleged that the party was out to hurt Trump and, as a result, Ms. Baggett pulled the Pennsylvania Trump contract from Plaintiff Benezet Consulting. Accordingly, Ms. Baggett is well aware of the out-of-state circulator restriction, as well as, the prohibition on registered qualified electors from signing more than 1 nomination petition per office per election and the requirement that each paper of the nomination petition must be individually executed and notarized. Ms. Baggett is also well aware of the litigation initiated by Plaintiffs and Plaintiffs claims in this action. Furthermore, Plaintiff Pool discussed the instant lawsuit with Ms. Baggett during the course of their dealings together.

(6)) Vonn Andring, Principal, Big Table Strategies, LLC, www.bigtablestrategies.com, P.O.Box 25384, Houston, Texas. Mr. Andring was the Pennsylvania Political Director for Cruz for President. Mr. Andring, as the director of the Cruz 2016 petition drive in Pennsylvania would have complete knowledge as to the out-of-state witness restriction for the circulation of nomination petitions, the prohibition of registered qualified electors from signing more than one nomination petition per office per election and the requirement that each page of a nomination petition must be notarized. Mr. Andring was also aware of the lawsuit filed in this action and the claims made therein. Furthermore,

Plaintiff Pool discussed the instant lawsuit with Mr. Andring during the course of their dealings together.

(7) Ron Yoachum, 220 South Home Avenue, Avalon, PA 15202, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized. Furthermore, Plaintiff Pool may have discussed the instant lawsuit with Mr. Yoachum during the course of their dealings together.

(8) Ed Mason, 155 Main Street, Felton, Pennsylvania 17322, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized. Furthermore, Plaintiff Pool may have discussed the instant lawsuit with Mr. Mason during the course of their dealings together.

(9) Denise Mason, 155 Main Street, Felton, Pennsylvania 17322, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized. Furthermore, Plaintiff Pool may have discussed the instant lawsuit with Ms. Mason during the course of their dealings together.

(10) Rick Churra, 600 West College Avenue, Apartment 301, State College, PA 16801, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized. Furthermore, Plaintiff Pool may have discussed the instant lawsuit with Mr. Churra during the course of their dealings together.

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(12) Milton Lukens (no address yet available, when address has been obtained a supplemental answer will be served) 703-869-1421 resident based on information and belief in Virginia, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized. Furthermore, Plaintiff Pool may have discussed the instant lawsuit with Mr. Lukens during the course of their dealings together.

(13) Andy Jacobs, 3403 Hawthorne Drive, Camp Hill, Pennsylvania 17011, 702-785-4738, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized. Furthermore, Plaintiff Pool discussed the instant lawsuit with Mr. Jacobs during the course of their dealings together.

(14) Michael Alexander (no address yet available, when address has been obtained a supplemental answer will be served) 617-987-1144 resident based on information and belief in Massachusetts, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized. Furthermore, Plaintiff Pool may have discussed the instant lawsuit with Mr. Alexander during the course of their dealings together.

(15) Brian Lyyra (no address yet available, when address has been obtained a supplemental answer will be served) resident based on information and belief in Massachusetts, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized. Furthermore, Plaintiff Pool may have discussed the instant lawsuit with Mr. Lyyra during the course of their dealings together.

(16) Jim Edwards (no address yet available, when address has been obtained a supplemental answer will be served) 814-883-6756, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized. Furthermore, Plaintiff Pool may have discussed the instant lawsuit with Mr. Edwards during the course of their dealings together.

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(18) Jake Witmer, 6402 Hampton Drive, Anchorage, AK 99504 (physical address)/1319 Everett Avenue, Des Plaines, Illinois 60018 (mailing address) 701-204-3215, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized. Furthermore, Plaintiff Pool discussed the instant lawsuit with Mr. Witmer during the course of their dealings together.

(19) Mark Gailey, 105 Forest Street, Apartment #1, Berea Kentucky 40403, 859-979-0389, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized. Furthermore, Plaintiff Pool discussed the instant lawsuit with Mr. Gailey during the course of their dealings together.

3. Identify all witnesses you expect or intend to call at the time of the trial.

Response: Plaintiffs object to this interrogatory on the basis that Plaintiffs Pool and Benezet Consulting have not yet determined each and every witness that they may call to testify at any hearing, trial or for any dispositive motions or in opposition to any dispositive motions, as it is too early in the discovery process to make such determinations. However, subject to the foregoing objection and reserving the right to expand the following list of witnesses, Plaintiffs currently intend on calling the following as witnesses at any hearing, trial or in favor of any dispositive motions or to oppose any dispositive motions:

(1) Plaintiff Trenton Pool, 3800 Creek Road, Dripping Springs, TX 78620;

(2) Carl Romanelli, 344 South Franklin Street, Wilkes-Barre, Pennsylvania;

(3) Andrew Jacobs, 3403 Hawthorne Drive, Camp Hill, PA 17011;

(4) Jake Witmer, 6402 Hampton Drive, Anchorage, AK 99504; 1319 Everett Avenue, Des Plaines, Illinois 60018;

(5) Mark Gailey, 105 Forest Street, Apartment #1, Berea, Kentucky 40403;

(6) Plaintiff Carol Love

(7) Defendant Jonathan Marks

(8) Edee Baggett (aka Mary E. Baggett, National Ballot Access, 925 Hillary Lane, Lawrenceville, GA 30043-6698.

(9) Michael Alexander, 617-987-1144

(10) Bob Lynch, 804-397-4771

4. Identify all exhibits you may use at any hearing and trial of this matter.

Response: Plaintiffs object to this interrogatory on the basis that Plaintiffs Pool and Benezet Consulting have not yet determined each and every exhibit that may be used at any hearing, trial or in favor of any dispositive motions or in opposition to any dispositive motions, as it is too early in the discovery process to make such determinations. However, subject to the foregoing objection and reserving the right to expand the following list of exhibits, Plaintiffs currently intend on using the

following exhibits at any hearing, trial or in favor or opposition to any dispositive motions that might be filed:

(1) 2016 Pennsylvania Nomination Petition;

(2) 2016 Pennsylvania Nomination Paper;

(3) 2016 Cruz Contract by and between Cruz campaign and Benezet Consulting, LLC, as executed by Plaintiff Pool.

5. Describe with particularity each and every injury you have suffered as a result of the conduct complained of in the complaint. The term "injury" includes physical, mental and monetary damage to you. For each such injury, identify and describe how the injury occurred, the monetary value of such injury, whether you paid any monies on account of the injury and, if so to whom, how much and when.

Response: Plaintiffs are only seeking prospective equitable relief from the challenged provisions of the Pennsylvania Election Code and Defendants' continued enforcement of the challenged provisions in clear violation of rights guaranteed under the First and Fourteenth Amendments to the United States Constitution by impairing and limiting plaintiffs' ability to communicate and associate with more voters and more candidates in Pennsylvania and limiting plaintiffs' political speech and ability to advance the political messages of the candidates he supports, as set forth more specifically in Plaintiffs Second Amended Complaint. Plaintiffs do not seek monetary relief, as no such relief is available under current jurisprudence. However, Plaintiffs have suffered significant economic harm in the following ways: (1) required to pay compensation to Pennsylvania witnesses to execute nomination petitions circulated by out-of-state residents; (2) lost Rand Paul contract due to the higher costs imposed on out-of-state circulators needing to circulate nomination petition with in-state residents; (3) lost Trump contract, valued at \$5,000-\$6,000, when Plaintiff Pool contacted the local Allegheny Republican Committee for help in locating witnesses to assist in the petition drive with out-of-state circulators because Trump campaign did not trust local GOP committees, as Plaintiff Pool would not have had to contact the local party for help in finding in-state witnesses had the out-of-state witness restriction not been in force; (4) was required to pay an additional \$500 to a Pennsylvania witness who extorted and demanded an additional \$500 over and above the agreed upon witness fee when the witness and circulator were at the notary public to execute the nomination petition; (5) Was not able to complete Cruz petition in one Congressional District because the witness used in that Congressional District would talk to herself in front of prospective registered qualified electors asked to sign the Cruz nomination petition, forcing Plaintiff Pool to pull the circulator out of that Congressional District, costing Plaintiffs Benezet Consulting and Pool the economic value of the signatures needed to be gathered in that Congressional District; (6) the additional time and costs needed to circulate nomination petitions for extended periods of time because the challenged provision of the Pennsylvania Election Code prevents registered qualified electors from signing more than one nomination petition per election cycle for the same office; (7) he costs of notarizing each and every page of the nomination petitions circulated by Plaintiffs Benezet

Consulting and Pool; (8) lost revenue during that period of time that Plaintiffs Benezet Consulting and Pool were in Pennsylvania ready to circulate nomination petitions but could not because Plaintiffs had not secured the services of in-state witnesses for Plaintiffs' out-of-state circulators; and (9) the economic/monetary costs of advertising for in-state Pennsylvania witnesses.

6. Please identify all expert witnesses that you may call at any hearing or trial of this matter and indicate whether such expert witnesses will be proffered for liability or damages.

Response: None.

7. Please identify all cases, since January 1, 2010, in which your identified expert witnesses have testified and include whether they have testified on liability or damages or for the Plaintiff or for the Defense.

Response: None.

8. Please identify all documents reviewed by your experts in connection with the preparation of any expert report or expert testimony.

Response: None.

9. Please describe with particularity all of the expert's opinions and conclusions and the basis for them, including all facts and documents relied on.

Response: Not applicable.

10. Provide a calculation of all damages sought from Defendants.

Response: Plaintiffs do not seek economic damages from Defendants, but actual economic harm likely exceeds \$10,000.

11. Are you claiming any loss of earnings or income? If so, state the total amount, how it is computed and whether it is the total claimed or only the total to date.

Response: Plaintiffs do not seek loss earnings or income, but actual economic loss as a direct and proximate result of the challenged provisions of the Pennsylvania Election Code likely exceed \$10,000.

12. Identify all persons who witnesses any of the alleged events described in your Second Amended Complaint and please identify what events each person witnesses.

Response:

(1) Vonn Andring, Principal, Big Table Strategies, LLC, www.bigtablestrategies.com, P.O.Box 25384, Houston, Texas. Mr. Andring was the Pennsylvania Political Director for Cruz for President. Mr. Andring, as the director of the Cruz 2016 petition drive in Pennsylvania would have complete knowledge as to the out-of-state witness restriction for the circulation of nomination petitions, the prohibition of registered qualified electors from signing more than one nomination petition per office

per election and the requirement that each page of a nomination petition must be notarized. Mr. Andring was also aware of the lawsuit filed in this action and the claims made therein.

(2) Edee Baggett (aka Mary E. Baggett, National Ballot Access, 925 Hillary Lane, Lawrenceville, GA 30043-6698. Edee Baggett was in charge of the 2016 nomination petition drive in Pennsylvania for Donald Trump's 2016 presidential campaign. Plaintiffs Benezet Consulting and Pool were going to circulate nomination petitions for Trump in Pennsylvania but as a result of the in-state witness restriction, Plaintiff Pool contacted the Allegheny County Republican Committee to ask if they had any witnesses that could assist in the petition drive for Trump with out-of-state witnesses. When Ms. Baggett learned that Plaintiff Pool had contacted the local GOP for help, she became angry alleged that the party was out to hurt Trump and, as a result, Ms. Baggett pulled the Pennsylvania Trump contract from Plaintiff Benezet Consulting. Accordingly, Ms. Baggett is well aware of the out-of-state circulator restriction, as well as, the prohibition on registered qualified electors from signing more than 1 nomination petition per office per election and the requirement that each paper of the nomination petition must be individually executed and notarized. Ms. Baggett is also well aware of the litigation initiated by Plaintiffs and Plaintiffs claims in this action.

(3) Ron Yoachum, 220 South Home Avenue, Avalon, PA 15202, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(4) Ed Mason, 155 Main Street, Felton, Pennsylvania 17322, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(5) Denise Mason, 155 Main Street, Felton, Pennsylvania 17322, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(6) Rick Churra, 600 West College Avenue, Apartment 301, State College, PA 16801, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(7) Andy Maul (no address yet available, when address has been obtained a supplemental answer will be served) based on information and belief a resident of Pittsburgh, Pennsylvania, 412-478-9082, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(8) Milton Lukens (no address yet available, when address has been obtained a supplemental answer will be served) 703-869-1421 resident based on information and belief in Virginia, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(9) Andy Jacobs (no address yet available, when address has been obtained a supplemental answer will be served) 702-785-4738 resident based on information and belief in Nevada, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(10) Michael Alexander (no address yet available, when address has been obtained a supplemental answer will be served) 617-987-1144 resident based on information and belief in Massachusetts, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(11) Brian Lyyra (no address yet available, when address has been obtained a supplemental answer will be served) resident based on information and belief in Massachusetts, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(12) Jim Edwards (no address yet available, when address has been obtained a supplemental answer will be served) 814-883-6756, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(13) Mike Jennings, c/o Mary Outing, 9828 Dauphine Drive, Charlotte, NC 28216, 818-643-9713, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(14) Jake Witmer, 6402 Hampton Drive, Anchorage, AK 99504 (physical address)/1319 Everett Avenue, Des Plaines, Illinois 60018 (mailing address) 701-204-3215, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(15) Mark Gailey, 105 Forest Street, Apartment #1, Berea Kentucky 40403, 859-979-0389, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(16) Lowman Henry, 453 Springlake Road, Harrisburg, PA 17112 assisted in the filing of Cruz 2016 nomination petitions (after they were signed, executed and notarized).

(17) Justin Freyermuth, Pennsylvania resident, democrat witness for Rocky De La Fuente nomination petitions. Observed the witness process. Address is currently not known to Plaintiffs. As part of Plaintiffs' ongoing discovery, Plaintiffs will file a supplemental response to this interrogatory when this address becomes known to Plaintiffs.

(18) William Trautman, Pennsylvania resident, democrat witness for Rocky De La Fuente nomination petitions. Observed the witness process. Address is currently not known to Plaintiffs. As part of Plaintiffs' ongoing discovery, Plaintiffs will file a supplemental response to this interrogatory when this address becomes known to Plaintiffs.

(19) Charles McConville, Pennsylvania resident, democrat witness for Rocky De La Fuente nomination petitions. Observed the witness process. Address is currently not known to Plaintiffs. As part of Plaintiffs' ongoing discovery, Plaintiffs will file a supplemental response to this interrogatory when this address becomes known to Plaintiffs.

(20) Ashley Waner, Pennsylvania resident, democrat witness for Rocky De La Fuente nomination petitions. Observed the witness process. Address is currently not known to Plaintiffs. As part of Plaintiffs' ongoing discovery, Plaintiffs will file a supplemental response to this interrogatory when this address becomes known to Plaintiffs.

(21) Jovan Brown, Pennsylvania resident, democrat witness for Rocky De La Fuente nomination petitions. Observed the witness process. Address is currently not known to Plaintiffs. As part of Plaintiffs' ongoing discovery, Plaintiffs will file a supplemental response to this interrogatory when this address becomes known to Plaintiffs.

(22) Lauren Green, Pennsylvania resident, democrat witness for Rocky De La Fuente nomination petitions. Observed the witness process. Address is currently not known to Plaintiffs. As part of Plaintiffs' ongoing discovery, Plaintiffs will file a supplemental response to this interrogatory when this address becomes known to Plaintiffs.

13. In your Second Amended Complaint, you make reference to persons whom you claim were going to provide signature collection services (and/or who did provide signature collection services) for you either on a paid basis or on a volunteer basis. Identify each of those persons and provide current addresses for them so that they may be subpoenaed to testify at a deposition and/or trial and so that they can be commanded to provide documents in their possession relating to the services they were going to provide to you.

Response:

(1) Ron Yoachum, 220 South Home Avenue, Avalon, PA 15202, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(2) Ed Mason, 155 Main Street, Felton, Pennsylvania 17322, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(3) Denise Mason, 155 Main Street, Felton, Pennsylvania 17322, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(4) Rick Churra, 600 West College Avenue, Apartment 301, State College, PA 16801, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(5) Andy Maul (no address yet available, when address has been obtained a supplemental answer will be served) based on information and belief a resident of Pittsburgh, Pennsylvania, 412-478-9082, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(6) Milton Lukens (no address yet available, when address has been obtained a supplemental answer will be served) 703-869-1421 resident based on information and belief in Virginia, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(7) Andy Jacobs (no address yet available, when address has been obtained a supplemental answer will be served) 702-785-4738 resident based on information and belief in Nevada, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(8) Michael Alexander (no address yet available, when address has been obtained a supplemental answer will be served) 617-987-1144 resident based on information and belief in Massachusetts, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and

are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(9) Brian Lyyra (no address yet available, when address has been obtained a supplemental answer will be served) resident based on information and belief in Massachusetts, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(10) Jim Edwards (no address yet available, when address has been obtained a supplemental answer will be served) 814-883-6756, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(11) Mike Jennings, c/o Mary Outing, 9828 Dauphine Drive, Charlotte, NC 28216, 818-643-9713, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(12) Jake Witmer, 6402 Hampton Drive, Anchorage, AK 99504 (physical address)/1319 Everett Avenue, Des Plaines, Illinois 60018 (mailing address) 701-204-3215, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(13) Mark Gailey, 105 Forest Street, Apartment #1, Berea Kentucky 40403, 859-979-0389, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

14. Identify any and all persons whom you have employed or contracted with or used to provide signature collection services for you. The time frame for this interrogatory is January 1, 2010 until present.

Response: Plaintiffs Benezet Consulting and Pool object to this interrogatory to the extent that Defendants' seek the discovery of information which is beyond the scope of this lawsuit, and therefore irrelevant, immaterial, and not reasonably calculated to lead to the discovery of admissible evidence, Plaintiffs' circulation of election petitions in other states under laws not subject to this challenge is irrelevant to the facts and legal merits of the instant action. Plaintiffs also object to this

interrogatory to the extent that it is overly broad, unduly burdensome and calculated to annoy and harass Plaintiffs for defending rights guaranteed to her under the First and Fourteenth Amendments to the United States Constitution by requiring Plaintiffs to search and produce documents from 6 years' worth of records, to the extent they even still exist is, is plainly beyond the scope of this action and would force Plaintiffs to cease from their current employment/business activities in circulating election petitions in multiple states for the 2016 general election ballot. Plaintiffs also object to this interrogatory to the extent Defendants seek information that no longer exists or has otherwise been lost, misplaced, or destroyed as most of the records beyond the 2016 Pennsylvania circulation drive have not been maintained and are no longer in the custody of Plaintiffs nor available to answer this interrogatory. However, subject to and without waiving the foregoing objections, Plaintiffs Benezet Consulting and Pool provide the following:

(1) Ron Yoachum, 220 South Home Avenue, Avalon, PA 15202, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(2) Ed Mason, 155 Main Street, Felton, Pennsylvania 17322, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(3) Denise Mason, 155 Main Street, Felton, Pennsylvania 17322, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

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(6) Milton Lukens (no address yet available, when address has been obtained a supplemental answer will be served) 703-869-1421 resident based on information and belief in Virginia, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware

of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(7) Andy Jacobs (no address yet available, when address has been obtained a supplemental answer will be served) 702-785-4738 resident based on information and belief in Nevada, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(8) Michael Alexander (no address yet available, when address has been obtained a supplemental answer will be served) 617-987-1144 resident based on information and belief in Massachusetts, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(9) Brian Lyyra (no address yet available, when address has been obtained a supplemental answer will be served) resident based on information and belief in Massachusetts, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(10) Jim Edwards (no address yet available, when address has been obtained a supplemental answer will be served) 814-883-6756, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(11) Mike Jennings, c/o Mary Outing, 9828 Dauphine Drive, Charlotte, NC 28216, 818-643-9713, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(12) Jake Witmer, 6402 Hampton Drive, Anchorage, AK 99504 (physical address)/1319 Everett Avenue, Des Plaines, Illinois 60018 (mailing address) 701-204-3215, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(13) Mark Galley, 105 Forest Street, Apartment #1, Berea Kentucky 40403, 859-979-0389, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and

are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

15. Identify any and all elections that you have tried to collect, or actually collected, signatures and identify the candidate or delegate for whom you collected signatures the state of the election, and the date of the election. The time frame for this interrogatory is January 1, 2010 until the present.

Response: : Plaintiffs Benezet Consulting and Pool object to this interrogatory to the extent that Defendants' seek the discovery of information which is beyond the scope of this lawsuit, and therefore irrelevant, immaterial, and not reasonably calculated to lead to the discovery of admissible evidence, Plaintiffs' circulation of election petitions in other states under laws not subject to this challenge is irrelevant to the facts and legal merits of the instant action. Plaintiffs also object to this interrogatory to the extent that it is overly broad, unduly burdensome and calculated to annoy and harass Plaintiffs for defending rights guaranteed to her under the First and Fourteenth Amendments to the United States Constitution by requiring Plaintiffs to search and produce documents from 6 years' worth of records, to the extent they even still exist is, is plainly beyond the scope of this action and would force Plaintiffs to cease from their current employment/business activities in circulating election petitions in multiple states for the 2016 general election ballot. Plaintiffs also object to this interrogatory to the extent Defendants seek information that no longer exists or has otherwise been lost, misplaced, or destroyed as most of the records beyond the 2016 Pennsylvania circulation drive have not been maintained and are no longer in the custody of Plaintiffs nor available to answer this interrogatory. However, subject to and without waiving the foregoing objections, Plaintiffs Benezet Consulting and Pool provide the following:

Plaintiff Pool in his individual capacity circulated election petitions, to the best of his knowledge, for the following election contests:

- (1) Ron Paul, Pennsylvania, 2012 Primary Election;
- (2) Gary Johnson, Pennsylvania, 2012 General Election;
- (3) Gary Johnson and Jill Stein, Alaska, 2012 General Election;
- (4) New Party nomination petitions for "Americans Elect" Alaska, 2012;
- (5) New Party nomination petitions for "Americans Elect" North Dakota, 2012;
- (6) New Party nomination petitions for "Americans for Limited Government" Oregon, 2008;
- (7) Casino Gaming Referendum petitions, Arkansas, 2012
- (8) Medical Marijuana referendum petitions, Arkansas, 2012

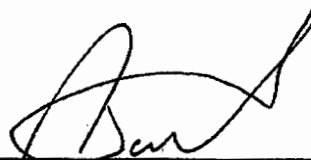
Plaintiff Benezet Consulting, LLC circulated nomination petitions, to the best of its knowledge, for the following election contests:

- (1) Ted Cruz, Pennsylvania, Illinois, Vermont, Indiana and Rhode Island, 2016 Primary Election;**
- (2) Rocky De La Fuente, Pennsylvania, Indiana, Wisconsin, Connecticut 2016 Primary Election;**
- (3) Rand Paul, Indiana, Vermont, Illinois, Rhode Island, 2016 Primary Election;**
- (4) Rocky De La Fuente, Pennsylvania, Alaska, Ohio (and likely many more states – contract may evolve to include more states) 2016 General Election;**
- (5) Jill Stein, Virginia, 2016 General Election;**
- (6) Rick Santorum, Indiana, 2016 Primary Election;**
- (7) Carly Fiorina, Indiana, 2016 Primary Election;**
- (8) Ben Carson, Indiana, 2016 Primary Election;**
- (9) Donald Trump, Indiana, 2016 Primary Election;**
- (10) Texas Supreme Court candidates, Joe Pool, Sharon McCalley, Robert Talton, Texas, 2014**
- (11) Alicia Franklin, 330th Family Court Judge, Texas (year unknown);**
- (12) Houston Equal Rights Ordinance referendum, Texas, 2015;**
- (13) Leonila Olivares Salazar, Justice of the Peace, District #2 Harris County, Texas, 2014;**
- (14) Anne Kitchen, Austin City Council, Texas 2016;**
- (15) Gary Johnson, Ohio, General Election 2016;**
- (16) Stop the Lone Star Rail Initiative, City of Kyle, Texas, 2016.**

16. In your Second Amended Complaint, you make reference to an outburst. Identify this person (and all witnesses to this alleged outburst) and provide current addresses for them so that they may be subpoenaed to testify at a deposition and/or trial and so they can be commanded to provide documents in their possession relating to the services they were going to provide to you.

Response: Ben Prissette, 412-583-4299. Current address is not known. Subject to continuing discovery efforts, Plaintiffs will file a supplemental answer to this interrogatory when his address is determined.

Respectfully submitted,



Dated: June 16, 2016

Paul A. Rossi, Esq.
IMPG Advocates, Inc.
Attorney for Plaintiffs
Attorney I.D. # 84947
873 East Baltimore Pike, Suite #705
Kennett Square, PA 19348
717.961.8978
Paul-Rossi@comcast.net

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

**BENEZET CONSULTING, LLC;
TRENTON POOL *and* CAROL LOVE**

PLAINTIFFS,

vs.

PEDRO A. CORTÉS, in his official capacity as the Secretary of the Commonwealth of Pennsylvania; and **JONATHAN MARKS**, in his official capacity as Commissioner, of the Bureau of Commissions, Elections and Legislation

DEFENDANTS.

CIVIL ACTION

No. 1:16-CV-00074

Hon. Yvette Kane

VERIFICATION OF INTERROGATORY ANSWERS

I, Trenton Pool, believe, based on reasonable inquiry, that the foregoing answers are true and correct to the best of my knowledge, information and belief.

I verify, under penalty of perjury, that the foregoing is true and correct.

Dated: June 16, 2016

Trenton Pool

Hey Guys Post this Add - tdonnpool@gmail.com - Gmail

6/11/16, 11:21 PM

the greatwaldoneous@gmail.com

Gmail

Move to Inbox

COMPOSE

Hey Guys Post this Add

Inbox (8,355)

Starred

Important

Sent Mail

Drafts (335)

Circles

[Gmail]Trash

[Imap]/Drafts

Campaign - Supreme...

Deleted Messages

Letters to Writers

marakesh

Notes

Personal

Pittsburgh Business ...

Resume/Pedigree

Sent Messages (3)

Travel

More



Trenton Pool <tdonnpool@gmail.com>

Feb 4

to Michael Brian

To Reading/Doylestown/Quakertown PA under Gigs

Also do Erie/State College As well

Thanks!

NEEDED: PA registered Republicans for short term job circulating petitions for president seeking a spot on the PA ballot.

Must be friendly, well-spoken, some political block walking or campaign experience but not necessary. You will be paired with an experienced petition gatherer. Own preferred.

Earn \$10+ per hour with incentives and bonuses possible. Possibility of future states likely if you enjoy and excel at the work.

Please call Trent at the phone number provided to discuss getting started today!
512-784-0132

Click here to [Reply](#), [Reply to all](#), or [Forward](#)





STATES NO NOT APORIZATION

- ① NM
- ② AK
- ③ IA
- ④ IN
- ⑤ TN
- ⑥ MA
- ~~⑦ RI~~
- ⑧ NH
- ⑨ VT
- ⑩ MS
- ⑪ AL
- ⑫ FL
- ⑬ MN
- ⑭ WI
- ⑮ ND
- ⑯ CA
- ⑰ WA
- ⑱ AK

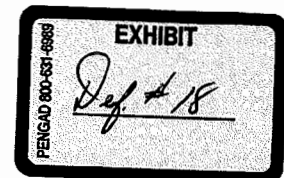
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PA Electors + Petitioners

name	area	cell
Bobby Brown	Phillie	215-600-6456
Brian Easter	Mckeesport (pgh)	412-447-5832
John James	Harrisburg	717-963-5691
Crystal Lydic	Harrisburg	724-910-3325
Roberta Dandrea	Harrisburg	717-756-5598
Sam Harris	Harrisburg	717-686-5028
Christina Schaefer	Pittsburgh	412-888-9100
Steve Foulk	uniontown	724-434-4583
Amy Strauss	Philadelphia	<u>267-602-6927</u>
Jennifer Fetter	Mechanicsburg	717-421-1965
Elizabeth Remrey/Durling		<u>563-321-3489</u>
Carolyn Ciferni I.	Media (del county)	<u>267-595-0949</u>
Kendra	Philadelphia	267-616-0587
Catrina	Pittsburgh	412-652-3190
Jade Garner	Phillie	215-715-4935
David Stauffer	Harrisburg (Dauphin)	
Lisa Tiani	Pittsburgh	412-370-0735
Brett Davison	Pittsburgh	724-612-2229
Theresa Johnson	Phillie	347-324-8429
Megan L. Chuderewicz	Pittsburgh	412-680-6411
	???	267-436-7106
Michael Godwin	Pittsburgh?	412-218-1588
Aja Gaddie	Phillie	267-974-4695
Bart Morgan	Pittsburgh	412-443-1425
Trish		412-580-1190
Barry Logan	Pittsburgh Area	724-516-1037
Tarika Peppers	Phillie	815-923-9176
Alicia	Davenport	563-514-6748
Amber	Phillie	215-594-1037



PA Electors + Petitioners

quenton henderson
Quenton cousin

Rockford

708-477-7761

Bob Lynch
Justin Freyermuth
Andy Jacobs
Kevin Jacobs
Jake Witmer
Milton Lukins
Mark Gailey
Michael Jennings
Edward Mason
Mrs. Edward Mason
Gerald Bundy
Charles Mcconnville
Lauren Green
Andy Maul
Ron Tomczak
Jim Edwards
robert renk

rmrenk@hotmail.com

PA Electors + Petitioners

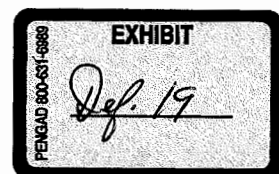
email	addl info?	dob	status
rocky1112011@hotmail.com	resume	03/20/57	voter
brianeaster@rocketmail.com		10/05/77	voter
jjnjjj			
red042015@gmail.com			
loyalselfmade317@gmail.com			
italianblueeyes75@gmail.com			
<u>stevefoulk@gmail.com</u>			
danceralways@yahoo.com			reg'd
baby_shimmer3@yahoo.com			
cifernic@gmail.com		08/02/65	voter
jade.garner1987@gmail.com			
staufferd1953@gmail.com			
bdp18@pitt.edu			
theresaj50294@gmail.com	sales retail		
meganchuderewicz@gmail.com			
aia.gaddie@gmail.com			
barrylogan48@gmail.com			
tarikapeppers@gmail.com			
mydynamite@gmail.com			
amber10231989@gmail.com			

PA Electors + Petitioners

HOOLIE.EWOL@yahoo.com

From: **danceralways@yahoo.com**
Subject: February 04, 2016 at 5:48 AM Asia/Calcutta
Date: "tdonnpool@gmail.com" tdonnpool@gmail.com
To:
Hi,-my number(s)-267-288-5640*/267-602-6927
Amy
Philadelphia.PA.19136
64-9 northeast Philadelphia-Mayfair,thank you

D



From: **Trenton Pool** tdonnpool@gmail.com
Subject: Re:
Date: February 04, 2016 at 6:05 AM Asia/Calcutta
To: Amy Strauss danceralways@yahoo.com

thanks!

Milton and Brian are coming into the state one of them is going to be calling you soon!

On Wed, Feb 3, 2016 at 7:18 PM, <danceralways@yahoo.com> wrote:

Hi,-my number(s)-267-288-5640*/267-602-6927

Amy

Philadelphia.PA.19136

64-9 northeast Philadelphia-Mayfair,thank you

--

Trenton Donn Pool

President

Direct: 512-784-0132

Email: tdonnpool@gmail.com

Benezet Consulting, LLC

3800 Creek Rd

Dripping Springs, TX 78620

From: Trenton Pool tdonnpool@gmail.com
Subject: Re:
Date: February 04, 2016 at 12:46 PM Asia/Calcutta
To: Amy Strauss danceralways@yahoo.com, Michael Alexander
greatwaldoneous@gmail.com, Brian Lyyra blyra09@gmail.com



Hey Amy-

Michael and Brian are going to be in Doylestown and Phillie working with you over the next week. We are finalizing the petitions you will be working on as a team but we should know more tomorrow am. I will make sure they reach out to you they are getting into phillie around 330am and one of them should be good to partner up with you beginning tomorrow evening or friday am working every day until the job is completed!

Thanks!

On Wed, Feb 3, 2016 at 7:18 PM, <danceralways@yahoo.com> wrote:

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Amy

Philadelphia.PA.19136

64-9 northeast Philadelphia-Mayfair,thank you

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Trenton Donn Pool

President

Direct: 512-784-0132

Email: tdonnpool@gmail.com

Benezet Consulting, LLC

3800 Creek Rd

Dripping Springs, TX 78620

From: danceralways@yahoo.com
Subject: Re:
Date: February 12, 2016 at 8:51 PM Asia/Calcutta
To: Trenton Pool tdonnpool@gmail.com

D

Hi,just waiting for pay from 2 days and 14 petitions,that I got noterized,thanks

On Friday, February 12, 2016 10:20 AM, "danceralways@yahoo.com" <danceralways@yahoo.com> wrote:

Hi,just waiting for pay from 2 days and 14 petitions,that I got noterized,thanks

On Wednesday, February 3, 2016 7:18 PM, "danceralways@yahoo.com" <danceralways@yahoo.com> wrote:

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Amy
Philadelphia.PA.19136
64-9 northeast Philadelphia-Mayfair,thank you

From: **Trenton Pool** tdonnpool@gmail.com
Subject: Re:
Date: February 12, 2016 at 11:08 PM Asia/Calcutta
To: "danceralways@yahoo.com" danceralways@yahoo.com



We will get them this weekend

On Feb 12, 2016, at 10:21 AM, <danceralways@yahoo.com> <danceralways@yahoo.com> wrote:

Hi,just waiting for pay from 2 days and 14 petitions,that I got noterized,thanks

On Friday, February 12, 2016 10:20 AM, "danceralways@yahoo.com" <danceralways@yahoo.com> wrote:

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64-9 northeast Philadelphia-Mayfair,thank you

From: **Trenton Pool** tdonnpool@gmail.com
Subject: Re:
Date: February 15, 2016 at 10:34 AM Asia/Calcutta
To: "danceralways@yahoo.com" danceralways@yahoo.com



Hey Amy do you have the petitions yo got notarized?

On Fri, Feb 12, 2016 at 12:38 PM, Trenton Pool <tdonnpool@gmail.com> wrote:
We will get them this weekend

On Feb 12, 2016, at 10:21 AM, <danceralways@yahoo.com> <danceralways@yahoo.com> wrote:

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3800 Creek Rd
Dripping Springs, TX 78620

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Trenton Donn Pool
President
Direct: 512-784-0132
Email: tdonnpool@gmail.com

Benezet Consulting, LLC
3800 Creek Rd
Dripping Springs, TX 78620

From: danceralways@yahoo.com
Subject: Re:
Date: February 15, 2016 at 12:52 PM Asia/Calcutta
To: Trenton Pool tdonnpool@gmail.com

D

I have my bank surveillance ,brian/mike took petitions with them,I do not understand the delay.

On Monday, February 15, 2016 12:04 AM, Trenton Pool <tdonnpool@gmail.com> wrote:

Hey Amy do you have the petitions yo got notarized?

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We will get them this weekend

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64-9 northeast Philadelphia-Mayfair,thank you

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Trenton Donn Pool
President
Direct: 512-784-0132
Email: tdonnpool@gmail.com

Benezet Consulting, LLC
3800 Creek Rd
Dripping Springs, TX 78620

From: danceralways@yahoo.com
Subject: Re:
Date: February 16, 2016 at 5:57 AM Asia/Calcutta
To: Trenton Pool tdonnpool@gmail.com



received,thank you

On Monday, February 15, 2016 7:26 PM, "danceralways@yahoo.com" <danceralways@yahoo.com> wrote:

Received,thank you

On Monday, February 15, 2016 2:22 AM, "danceralways@yahoo.com" <danceralways@yahoo.com> wrote:

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President

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Email: tdonnpool@gmail.com

Benezet Consulting, LLC

3800 Creek Rd

Dripping Springs, TX 78620

From: **Trenton Pool** tdonnpool@gmail.com
Subject: Re:
Date: February 16, 2016 at 6:32 AM Asia/Calcutta
To: "danceralways@yahoo.com" danceralways@yahoo.com



No problem

On Feb 15, 2016, at 7:27 PM, <danceralways@yahoo.com> <danceralways@yahoo.com> wrote:

received,thank you

On Monday, February 15, 2016 7:26 PM, "danceralways@yahoo.com" <danceralways@yahoo.com> wrote:

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--
Trenton Donn Pool

President

Direct: 512-784-0132

Email: tdonnpool@gmail.com

Benezet Consulting, LLC

3800 Creek Rd

Dripping Springs, TX 78620

ag DISC 6/16
①

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

BENEZET CONSULTING, LLC;
TRENTON POOL *and* CAROL LOVE

PLAINTIFFS,

vs.

PEDRO A. CORTÉS, in his official capacity
as the Secretary of the Commonwealth of
Pennsylvania; and JONATHAN MARKS,
in his official capacity as Commissioner,
of the Bureau of Commissions, Elections and
Legislation

DEFENDANTS.

CIVIL ACTION

No. 1:16-CV-00074

Hon. Yvette Kane

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JUN 21 2016

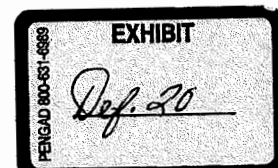
Office of Attorney General
Litigation Section

**PLAINTIFF LOVE'S RESPONSES TO DEFENDANTS' FIRST SET OF
INTERROGATORIES DIRECTED TO CAROL LOVE**

1. *Identify all persons who, to your knowledge or information, have information relevant to and relating to Plaintiff's claims against Defendants. For each such person, list and describe the information or knowledge possessed and how the person acquired such information or knowledge.*

Response: No individual has any information relevant to and relating to Plaintiff Love's claims against Defendants. Plaintiff Love as not engaged in any non-privilege communication with any third party with respect to her claims against Defendants.

2. *Identify each and every person, excluding legal counsel, by name, address and telephone number to whom you have spoken or otherwise communicated concerning this action, and any of the claims within this action, or any of the facts giving rise to the claims in this action. For each individual identified, state the date(s) of the communication, the method of communication, those present during the conversation, and describe in detail the entire communication including all facts obtained from the other individual relevant to any of the claims set forth in this action.*



Response: No individual has any information relevant to and relating to Plaintiff Love's claims against Defendants. Plaintiff Love as not engaged in any non-privilege communication with any third party with respect to her claims against Defendants.

3. *Identify all witnesses you expect or intend to call at the time of the trial.*

Response: Plaintiff Love will call Carl Romanelli, 344 South Franklin Street, Wilkes-Barre, Pennsylvania and Trenton Pool, 3800 Creek Road, Dripping Springs, Texas, 78620.

4. *Identify all exhibits you may use at any hearing and trial of this matter.*

Response: Commonwealth of Pennsylvania's 2016 nomination petition.

5. *Describe with particularity each and every injury you have suffered as a result of the conduct complained of in the complaint. The term "injury" includes physical, mental and monetary damage to you. For each such injury, identify and describe how the injury occurred, the monetary value of such injury, whether you paid any monies on account of the injury and, if so to whom, how much and when.*

Response: Plaintiff has suffered impairment of her First Amendment rights as Defendants' enforcement of the challenged statute prohibiting out-of-state circulators to circulate and execute nomination petitions is the direct and proximate cause of Plaintiff not being afforded the desired opportunity to exercise rights guaranteed to her under the First and Fourteenth Amendments to the United States Constitution to sign a nomination petition for the candidates of her choosing in her party's primary. Plaintiff seek prospective equitable relief only, so that in the future she may sign nomination petitions circulated by out-of-state circulators and sign as many nomination petitions for candidates seeking her party's nomination as she desires. Plaintiff Love has suffered no economic injury and paid no monies on account of her constitutional injury.

6. *Please identify all expert witnesses that you may call at any hearing or trial of this matter and indicate whether such expert witnesses will be proffered for liability or damages.*

Response: None.

7. *Please identify all cases, since January 1, 2010, in which your identified expert witnesses have testified and include whether they have testified on liability or damages or for the Plaintiff or for the Defense.*

Response: Not applicable.

8. *Please identify all documents reviewed by your experts in connection with the preparation of any expert report or expert testimony.*

Response: Not applicable.

9. *Please describe with particularity all of the expert's opinions and conclusions and the basis for them, including all facts and documents relied on.*

Response: Not applicable.

10. *Provide a calculation of all damages sought from Defendants.*

Response: Not applicable. As is clear from the face of Plaintiffs' Second Amended Complaint, no economic damages are sought from Defendants.

11. *Are you claiming any loss of earnings or income? If so, state the total amount, how it is computed and whether it is the total claimed or only the total to date.*

Response: No.

12. *Identify all persons who witnesses [sic] any of the alleged events described in your Second Amended Complaint and please identify what events each person witnesses.*

Response: Plaintiff was aware that a circulator intended to seek her signature for one of the candidates for President of the United States during February 2016, but none was presented for her signature. Plaintiff, learned after the fact, that the circulator who intended to travel to Lancaster County to circulate nomination petitions in Mountville did not seek her signature for the sole reason that he was not able to secure an in-state witness in Lancaster County to witness and execute the nomination petition for Senator Cruz in Lancaster County, so the effort was abandoned. No other individual presented themselves to Plaintiff Love in 2016 to afford her the opportunity to sign a nomination petition for one or more of the candidates that she deemed acceptable to place on the Commonwealth's 2016 Republican Presidential Primary Election.

13. *In your Second Amended Complaint, you make reference to persons whom you claim were going to provide signature collection services (and/or who did provide signature collection services) for you either on a paid basis or on a volunteer basis. Identify each of those persons and provide current addresses for them so that they may be subpoenaed to testify at a deposition and/or trial and so that they can be commanded to provide documents in their possession relating to the services they were going to provide to you.*

Response: Plaintiff never had contact with the out-of-state circulator who intended to travel to Mountville to circulate nomination petitions(s) for one or more Republican Presidential candidates. After the fact, Plaintiff is now aware that the individual who intended to travel to Mountville to circulate nomination petitions for Republican Presidential candidate(s) was Plaintiff Trenton Pool.

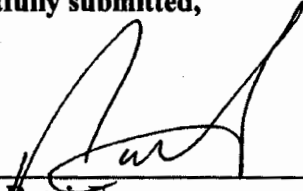
14. *Identify any and all nominating petitions that you have signed including, without limitation, the candidate for whom you signed and the election when you signed. The time frame for this interrogatory is January 1, 2010 until the present.*

Response: To the best of Plaintiff Love's recollection, Plaintiff Love signed the Republican nomination petition of William Genetti in February 2015. William Genetti was a candidate for the Republican nomination for Magisterial District Judge from district 02-1-03 covering Columbia and Mountville boroughs and West Hempfield Township in Lancaster County, Pennsylvania.

15. *In your Second Amended Complaint, you make reference to an outburst. Identify this person (and all witnesses to this alleged outburst) and provide current addresses for them so that they may be subpoenaed to testify at a deposition and/or trial and so they can be commanded to provide documents in their possession relating to the services they were going to provide to you.*

Response: The Second Amended Complaint does not aver that Plaintiff Love was a witness to the "outburst" referenced in the above interrogatory. Plaintiff Love has no information or knowledge with respect to this event.

Respectfully submitted,



Dated: June 16, 2016

Paul A. Rossi, Esq.
IMPG Advocates, Inc.
Attorney for Plaintiffs
Attorney I.D. # 84947
873 East Baltimore Pike, Suite #705
Kennett Square, PA 19348
717.961.8978
Paul-Rossi@comcast.net

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

**BENEZET CONSULTING, LLC;
TRENTON POOL *and* CAROL LOVE**

PLAINTIFFS,

vs.

PEDRO A. CORTÉS, in his official capacity as the Secretary of the Commonwealth of Pennsylvania; and JONATHAN MARKS, in his official capacity as Commissioner, of the Bureau of Commissions, Elections and Legislation

DEFENDANTS.

CIVIL ACTION

No. 1:16-CV-00074

Hon. Yvette Kane

CERTIFICATE OF SERVICE

The undersigned counsel hereby certifies that on June 16, 2016, he served, via First Class mail, upon the following defendants' legal counsel a true and correct copy of "Plaintiff Love's Responses to Defendants' First Set of Interrogatories Directed to Carol Love" at the following address:

Kenneth L. Joel, Esq.
Chief Deputy Attorney General
Office of Attorney General
15th Floor, Strawberry Square
Harrisburg, PA 17120

Dated: June 16, 2016

Paul A. Rossi, Esq.

